

<i>SERFF Tracking Number:</i>	<i>APLE-127318677</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Industrial Alliance Pacific Insurance and Financial Services Inc.</i>	<i>State Tracking Number:</i>	<i>49285</i>
<i>Company Tracking Number:</i>	<i>SPDA103</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>Performance Select</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Industrial Alliance Pacific Insurance and Financial Services Inc.

Product Name: Performance Select	SERFF Tr Num: APLE-127318677	State: Arkansas
TOI: A02I Individual Annuities- Deferred Non-Variable	SERFF Status: Closed-Approved-Closed	State Tr Num: 49285
Sub-TOI: A02I.003 Single Premium	Co Tr Num: SPDA103	State Status: Approved-Closed
Filing Type: Form		Reviewer(s): Linda Bird
	Author: Lisa Kaiser	Disposition Date: 07/20/2011
	Date Submitted: 07/12/2011	Disposition Status: Approved-Closed
Implementation Date Requested:		Implementation Date:

State Filing Description:

General Information

Project Name:	Status of Filing in Domicile: Authorized
Project Number:	Date Approved in Domicile: 07/07/2011
Requested Filing Mode: Review & Approval	Domicile Status Comments: Approved
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 07/20/2011
	State Status Changed: 07/20/2011
Deemer Date:	Created By: Lisa Kaiser
Submitted By: Lisa Kaiser	Corresponding Filing Tracking Number:
Filing Description:	

This filing is a new policy that does not replace any existing policy forms currently in use. The policy contains no unusual or controversial features or language that deviate from normal insurance industry standards. The policy will be offered to individuals in the general public through licensed agents. The policy will not be illustrated.

This policy is a Single Premium Deferred Annuity with a maturity date of age 92. We will be offering three surrender charge options that the owner can choose from at issue. Option 1 has 5 year surrender charge period with the maximum issue age is 80. Option 2 has 7 year surrender charge period with the maximum issue age is 78. Option 3 has 10 year surrender charge period with the maximum issue age is 75. The minimum face amount is \$10,000. The

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<i>Project Name/Number:</i>	<i>/</i>		

owner also has access to their funds through a yearly 10% free withdrawal or systematic withdrawal option.

This annuity will be issued using application GA201, included in this filing for your approval. We anticipate that this application will also be used with other policies to be filed in the future. We certify that it accurately reflects what the final copy will look like.

We will be offering two endorsements with this annuity. The Premium Bonus Endorsement, ICC11-PB403, will be issued with all new policies, but not with any internal replacements. The amount of bonus varies with the surrender charge period of the policy. ICC11-RO404 will enable the owner to renew this annuity at the end of the surrender charge period, with a new surrender charge period.

Also included in this filing a five tax qualified plan endorsements, which may be attached to the policy as chosen by the applicant in the policy application. We anticipate that these endorsements will also be used

Company and Contact

Filing Contact Information

Lisa Kaiser, Compliance Assistant	lisa.kaiser@iaplife.com
17550 N. Perimeter Drive	888-473-5540 [Phone] 5532 [Ext]
Suite 210	480-563-0252 [FAX]
Scottsdale, AZ 85255-0131	

Filing Company Information

Industrial Alliance Pacific Insurance and Financial Services Inc.	CoCode: 84514	State of Domicile: Washington
Box 8118	Group Code:	Company Type: Stock
Blaine, WA 98231-8118	Group Name:	State ID Number:
(888) 681-9201 ext. [Phone]	FEIN Number: 98-0018913	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$600.00
Retaliatory?	Yes
Fee Explanation:	12x\$50

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Industrial Alliance Pacific Insurance and Financial Services Inc.	\$600.00	07/12/2011	49722482

SERFF Tracking Number:	APLE-127318677	State:	Arkansas
Filing Company:	Industrial Alliance Pacific Insurance and Financial Services Inc.	State Tracking Number:	49285
Company Tracking Number:	SPDA103		
TOI:	A02I Individual Annuities- Deferred Non-Variable	Sub-TOI:	A02I.003 Single Premium
Product Name:	Performance Select		
Project Name/Number:	/		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	07/20/2011	07/20/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	07/15/2011	07/15/2011	Lisa Kaiser	07/18/2011	07/18/2011

<i>SERFF Tracking Number:</i>	<i>APLE-127318677</i>	<i>State:</i>	<i>Arkansas</i>
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<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>Performance Select</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Disposition

Disposition Date: 07/20/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: APLE-127318677 State: Arkansas

Filing Company: Industrial Alliance Pacific Insurance and Financial Services Inc. State Tracking Number: 49285

Company Tracking Number: SPDA103

TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium

Product Name: Performance Select

Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Disclosure Statement		Yes
Supporting Document	Disclosure Statement		Yes
Supporting Document	Disclosure Statement		Yes
Supporting Document	Compliant Notice		Yes
Supporting Document	Guaranty Association Notice		Yes
Supporting Document	Arkansas Certification		Yes
Form	Single Premium Deferred Annuity		Yes
Form	Annuity Application		Yes
Form	Policy Data Page		Yes
Form	Policy Data Page		Yes
Form	Policy Data Page		Yes
Form	Premium Bonus Endorsement		Yes
Form	Renewal Option Endorsement		Yes
Form	403b Annuity Endorsement		Yes
Form	403b Roth Annuity Endorsement		Yes
Form	457 Plan Endorsement		Yes
Form	Traditional IRA Endorsement		Yes
Form	Roth IRA Endorsement		Yes

SERFF Tracking Number: APLE-127318677 State: Arkansas
Filing Company: Industrial Alliance Pacific Insurance and State Tracking Number: 49285
Financial Services Inc.
Company Tracking Number: SPDA103
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
Variable
Product Name: Performance Select
Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/15/2011
Submitted Date 07/15/2011
Respond By Date 08/15/2011

Dear Lisa Kaiser,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Filing Company: Industrial Alliance Pacific Insurance and State Tracking Number: 49285
Financial Services Inc.
Company Tracking Number: SPDA103
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
Variable
Product Name: Performance Select
Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/18/2011
Submitted Date 07/18/2011

Dear Linda Bird,

Comments:

Response 1

Comments: The required forms have been attached to the supporting tab.

Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Compliant Notice

Comment:

Satisfied -Name: Guaranty Association Notice

Comment:

Satisfied -Name: Arkansas Certification

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Lisa Kaiser

SERFF Tracking Number: APLE-127318677 State: Arkansas

Filing Company: Industrial Alliance Pacific Insurance and Financial Services Inc. State Tracking Number: 49285

Company Tracking Number: SPDA103

TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.003 Single Premium

Product Name: Performance Select

Project Name/Number: /

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	SPDA103	Policy/Cont Single Premium ract/Fratern Deferred Annuity al Certificate	Initial		56.000	SPDA103.pdf
	GA201	Application/ Annuity Application Enrollment Form	Initial		54.000	GA201.pdf
	SPDA103(5)	Schedule Policy Data Page Pages	Initial		56.000	SPDA103(5). pdf
	SPDA103(7)	Schedule Policy Data Page Pages	Initial		56.000	SPDA103(7). pdf
	SPDA103(1 0)	Schedule Policy Data Page Pages	Initial		56.000	SPDA103(10) .pdf
	ICC11- PB403	Policy/Cont Premium Bonus ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		54.000	ICC11- PB403.pdf
	ICC11- RO404	Policy/Cont Renewal Option ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page,	Initial		57.000	ICC11- RO404.pdf

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Filing Company: Industrial Alliance Pacific Insurance and Financial Services Inc. State Tracking Number: 49285

Company Tracking Number: SPDA103

TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.003 Single Premium

Product Name: Performance Select

Project Name/Number: /

ICC11-TQP405	Endorsement or Rider Policy/Cont 403b Annuity ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorsement or Rider	Initial	50.000	ICC11-TQP405.pdf
ICC11-TQP406	Policy/Cont 403b Roth Annuity ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorsement or Rider	Initial	51.000	ICC11-TQP406.pdf
ICC11-TQP407	Policy/Cont 457 Plan ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorsement or Rider	Initial	52.000	ICC11-TQP407.pdf
ICC11-TQP408	Policy/Cont Traditional IRA ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page,	Initial	51.000	ICC11-TQP408.pdf

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<i>Product Name:</i>	<i>Performance Select</i>		
<i>Project Name/Number:</i>	<i>/</i>		

ICC11- TQP409	Endorsement or Rider Policy/Cont Roth IRA ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorsement or Rider	Initial	52.000	ICC11- TQP409.pdf
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INDUSTRIAL ALLIANCE PACIFIC
INSURANCE AND FINANCIAL SERVICES™
a stock company

[Customer Service Center
P.O. Box 19009, Greenville, SC 29602-9009
Toll Free: 866-363-3290
www.iaamerican.com]

SINGLE PREMIUM DEFERRED ANNUITY

This Policy is issued in consideration of the application and the payment of Premium.

We will pay to the Annuitant, if living on the Maturity Date, a monthly annuity as provided in the Annuity Provision, or We will pay the Death Benefit of the Policy to the Beneficiary upon receipt of Due Proof of Death of the Annuitant prior to the Maturity Date. Payment is subject to the terms of this Policy.

READ YOUR POLICY CAREFULLY

This is a legal contract between You and the Company. This Policy sets forth, in detail, the rights and obligations of both You and Us. If You have any questions about this Policy, please contact Us at the address, telephone number or through the website listed above.

RIGHT TO EXAMINE AND CANCEL POLICY

You may return this Policy within 30 days after delivery if You are not satisfied with it for any reason. The Policy may be returned to Us or to the agent through whom it was purchased. Upon surrender of the Policy within the 30 day period, it will be void from the beginning, and We will refund any premium paid. If We do not make the refund within 10 days of the date We receive the Policy, We shall pay interest as required by the state in which this Policy is delivered.

Signed for the Company.

Secretary

President

Single Premium Deferred Annuity
Annuity Payable at Maturity
Death Benefit Payable at Death Before Maturity
NONPARTICIPATING (not eligible for dividends)

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1. DEFINITIONS

Administrative Office – Our Administrative Office is located at the address given on the first page of this Policy, or as otherwise designated by Us.

Annuitant – The natural person named as such and whose age is used in determining any annuity payments made under this Policy. The Annuitant at application is named on the Policy Data Page.

Beneficiary – The person(s) named as such and entitled to the Death Benefit under the Death Benefit provisions of this Policy.

Company – Industrial Alliance Pacific Insurance and Financial Services Inc.

Current Interest Rate – The rate of interest being applied to the Policy Value at a given time.

Due Proof of Death – A certified copy of a death certificate issued by a governmental agency, a certified copy of a decree of a court of competent jurisdiction as to a finding of death or another proof acceptable to Us.

Early Withdrawal Charge – The percentage or dollar amount of the Policy Value that is deducted from any amount withdrawn, as shown on the Policy Data Page.

Early Withdrawal Value – The Policy Value minus the Early Withdrawal Charge, if any, shown on the Policy Data Pages.

Effective Date – The date that coverage becomes effective, as shown on the Policy Data Page.

Guaranteed Minimum Interest Rate – The lowest Current Interest Rate We will pay on this Policy, as shown on the Policy Data Page.

Home Office – Our office located at [17550 North Perimeter Drive, Suite 210, Scottsdale, Arizona 85255.]

Maturity Date – The latest date on which annuity payments commence under an Annuity Option.

Net Early Withdrawal Value – The Early Withdrawal Value less indebtedness, if any, under the policy.

Owner – The Person named as such, who is entitled to exercise all ownership rights under this Policy.

Policy – This document and attachments as described in the Entire Policy provision.

Policy Anniversary – The yearly anniversary of the Effective Date, as shown on the Policy Data Page.

Policy Data Page – The pages entitled Policy Data Page included in this Policy.

Policy Year – The 12 month period between each Policy Anniversary.

Policy Value – The value of this Policy at any time on or before the Maturity Date.

Request – A written document asking that some action be taken by Us, signed and dated by the Owner, and received at Our Administrative Office and recorded by Us.

We, Us, or Our – Industrial Alliance Pacific Insurance and Financial Services Inc.

You or Your – The person or entity identified in the Policy Data Page as the Owner.

In this Policy, the singular includes the plural and each gender includes all genders, and vice versa as the context requires.

2. GENERAL PROVISIONS

Entire Contract

The entire contract between You and Us is comprised of:

- a) this Policy, including the Policy Data Page;
- b) the Application attached to this Policy; and
- c) any endorsements, riders or other attachments listed on the Policy Data Page and attached to this Policy; together with any amendments or endorsements added to the above-listed documents from time to time pursuant to the terms of the Policy.

All statements made by You for the issuance of the Policy shall, in the absence of fraud, be deemed representations and not warranties.

Incontestability

This Policy is incontestable after its Effective Date.

Changes or Modifications

Except as stated in this Policy, any changes or modifications to the terms of this Policy must be in writing and must be mutually agreed upon. Only Our President or Secretary can change or modify the provisions of this Policy on our behalf. No other representative of the Company or any agent can agree to or cause any changes or modifications to this Policy. We reserve the right to modify this Policy to conform with any Internal Revenue Code changes to maintain its status as an annuity, subject to regulatory approval.

Conformity with State Law

The values and benefits under this Policy will always be at least as beneficial as that required by the laws of the state where the Policy is delivered for issue.

Non-Participating

This Policy does not entitle You to participate in any distribution of surplus or profits that may be declared by Us.

Tax Withholding

We will withhold income taxes from any payment made to You or on Your behalf as You Request or as required by law.

Misstatement of Age

If the Annuitant's or Beneficiary's age is misstated under an Annuity Option, We will adjust the amount payable under the Annuity Option selected to that based on proof of the correct age. If the misstatement causes Us to make (a) an overpayment, We will deduct the total amount of the overpayment from a future payment(s), or (b) an underpayment, We will add the total amount of the underpayment to the next payment. Any underpayment or overpayment amount will include interest at a rate not to exceed 6% per annum, compounded annually.

Annual Report

We will send You an Annual Report at least annually without charge that serves to keep You advised as to the status of the contract and any other information required under state or federal law. Upon Your Request, an additional Annual Report will be made available for a fee of \$25. The Annual Report will include the following information as of a date not more than four months prior to the date of mailing.

- a) the beginning and end dates of the report period;
- b) the Policy Value at the beginning of the report period and at the end of the report period;
- c) the amounts that have been credited or debited to the Policy Value during the report period, for example, premium payments, interest credits, expense charges, partial withdrawal amounts and withdrawal charges;
- d) the Net Early Withdrawal Value at the end of the report period;
- e) the amount of indebtedness, if any;
- f) the amount of the Death Benefit at the end of the report period.

Termination

This Policy will terminate immediately upon the occurrence of any of the following:

- a) the withdrawal of the Net Early Withdrawal Value; or
- b) the benefits have been fully paid; or
- c) the Net Early Withdrawal Value is less than or equal to zero.

3. PARTIES

Owner

As Owner, You may exercise all rights and options allowed by this Policy. The use of these rights may be subject to the consent of any assignee, irrevocable Beneficiary or Your spouse in a community or marital property state.

Change of Owner

You may change the ownership of this Policy by Request, and all rights of ownership will pass to the new Owner, except for the purpose of satisfying applicable laws or regulations. We may require that the change be endorsed in the Policy. Unless otherwise specified by You, the change will take effect on the date You sign the Request, but such change will not affect any payment made or action taken before We received Your Request.

Assignment

You may assign Your ownership interest in this Policy to another person by Request, except for the purpose of satisfying applicable laws or regulations. Unless otherwise specified by You, any assignment will take effect on the date the assignment notice is signed, subject to any payments made or action taken before We received Your Request. Consult Your tax advisor regarding the tax consequences of an assignment. We are not responsible for the validity, tax effects or other consequences of any assignment.

Annuitant

Payments under an Annuity Option are based on the age and life expectancy of the Annuitant. The Annuitant is shown on the Policy Data Page.

Beneficiary

The Beneficiary is the person entitled to the Death Benefit under this Policy. Any payments made to more than one Beneficiary will be paid in equal shares, unless otherwise provided for by You. If a Beneficiary dies before, at the same time, or within 15 days after the Annuitant's death, We will pay the Death Benefit as if the Beneficiary died before the Annuitant. Any payments will be made to the surviving named Primary Beneficiary, or if none, to the surviving named Contingent Beneficiary, or if none, to the estate of the Annuitant.

Change of Beneficiary

During Your lifetime, You may change the Primary Beneficiary and/or Contingent Beneficiary. To change an irrevocable Beneficiary You must include the written consent of that Beneficiary, except as otherwise required by law and Us. The change will take effect on the date You make such change, but the change will not affect any payment made or action taken prior to Our receipt of that change.

4. POLICY VALUES

Policy Value

The Policy Value on or before the Maturity Date is equal to:

- a) the Premium received; plus
- b) the Premium Bonus, if any; plus
- c) interest credited to the Policy; less
- d) Partial Withdrawals including the associated Early Withdrawal Charges, if any; less
- e) rider fees, if any; less
- f) Premium taxes, if any.

Early Withdrawal Values

The Early Withdrawal Value is the Policy Value minus the Early Withdrawal Charges, if any, as shown on the Policy Data Pages. The Net Early Withdrawal Value is the Early Withdrawal Value less indebtedness, if any.

Current Interest Rate

The Current Interest Rate is guaranteed for the first Policy Year as shown on the Policy Data Page. After the first year We may change the Current Interest Rate at anytime at the discretion of the Company. Any change in the Current Interest Rate will be based on future anticipated experience. The Current Interest Rate will never be less than the Guaranteed Minimum Interest Rate shown on the Policy Data Page.

Basis of Values

A detailed statement of the method of determining reserves and values under this Policy has been filed with the insurance supervisory official of the jurisdiction in which the Policy is delivered. Any paid-up annuity, early withdrawal value or death benefit that may be available under this Policy shall not be less than the minimum benefits required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model #805. Values will be increased by additional amounts credited by Us, and decreased by any withdrawals taken.

5. ACCESS TO FUNDS

Partial Withdrawals

In any Policy Year prior to the Maturity Date, You may Request a Partial Withdrawal. After the first Policy Year Anniversary, the first Partial Withdrawal taken in a Policy Year will not incur an Early Withdrawal Charge as long as it is no more than 10% of the Policy Value on the day of the Partial Withdrawal. Withdrawal amounts in excess of 10% of the Policy Value or subsequent Partial Withdrawals taken in a Policy Year will incur an Early Withdrawal Charge. Consult Your tax advisor regarding the tax consequences of any Partial Withdrawal from Your Policy.

A Partial Withdrawal plus any Early Withdrawal Charges must not:

- a) be less than \$100.00; or
- b) reduce the remaining Policy Value below the greater of \$500.00 or the Early Withdrawal Charge.

Systematic Withdrawal Option

Prior to the Maturity Date, You may Request that the Net Early Withdrawal Value be applied to provide withdrawals under one of the following Systematic Withdrawal Options:

- a) Fixed Amount: Withdrawals will be made monthly or annually in equal amounts specified by the Owner.
- b) Fixed Period: Withdrawals will be made monthly or annually for a fixed period. The amount to be withdrawn each year is calculated at the beginning of the year by dividing the unpaid balance of the Early Withdrawal Value at the time by the number of years remaining in the fixed period at that time.
- c) Interest Only: Withdrawals of interest only will be made monthly or annually.
- d) Age Recalculation: Withdrawals will be made monthly or annually for a period based on the life expectancy of the Annuitant using the 2000 Annuity Mortality Table and an annual interest rate that will not be lower than the Guaranteed Minimum Interest Rate on the Policy Data Pages. The amount to be withdrawn each year is calculated at the beginning of the year by dividing the unpaid balance of the Early Withdrawal Value at that time by the Annuitant's life expectancy at that time.

Withdrawals under a Systematic Withdrawal Option will continue to be made until the earlier of:

- a) the date You inform Us in writing to cease making withdrawals under the Systematic Withdrawal Option or elect Withdrawals to be made under a different Systematic Withdrawal Option; or
- b) the death of the Annuitant; or
- c) the Maturity Date; or
- d) the Net Early Withdrawal Value is fully paid.

Consult Your tax advisor regarding the tax consequences of electing, modifying, and discontinuing distributions under a Systematic Withdrawal Option.

Early Withdrawal

On or prior to the Maturity Date, You may surrender this Policy by Request, and receive the current Net Early Withdrawal Value. You will incur an Early Withdrawal Charge according to the Early Withdrawal Charge Table shown on the Policy Data Page. Consult Your tax advisor regarding the tax consequences of any Early Withdrawal of Your Policy.

Deferrals

We have the right to defer payment of Partial Withdrawals or Early Withdrawal Requests for up to six months from the date that Your Request is received, with written approval from the state Department of Insurance.

6. DEATH BENEFIT

Death Benefit

Upon receipt of Due Proof of Death of the Annuitant, the Death Benefit will be payable. The amount of the Death Benefit will be the Policy Value less any outstanding indebtedness on the Annuitant's date of death. Any Death Benefit paid as a lump sum will include interest from the date of death at a rate not less than that required by the state law where the Policy was delivered at issue.

Death of the Annuitant

If the death of the Annuitant occurs prior to the Maturity Date, the Death Benefit will be distributed to the Beneficiary in one of the following methods:

- a) as a lump sum, or
- b) as installment payments not to extend beyond five years from the Annuitant's date of death, or
- c) as an Annuity Option elected by the Beneficiary. The Annuity Option must be selected within 60 days after We approve the death claim, and payments must begin not later than one year after the Annuitant's date of death.

If the Annuitant dies on or after the date annuity payments commence, any remaining benefit payable will be distributed at least as rapidly as under the Annuity Option then in effect.

If the death of the Annuitant, occurs on or after the Maturity Date and before the entire Death Benefit is distributed and the surviving spouse is not the sole Beneficiary, then the entire remaining balance will:

- a) be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of such Beneficiary, and
- b) such distributions must begin no later than one year after the date of death or such later date as IRS regulations may prescribe.

Death of the Owner

If the Owner who is not the Annuitant dies prior to the Maturity Date, the Annuitant becomes the Owner, unless the Owner designated a Contingent Owner.

7. ANNUITIZATION

Maturity Date

The Maturity Date is the first day of the month following the Annuitant's 92nd birthday. The Policy Value, less any indebtedness, on the Maturity Date is the amount to be applied by Us to the Annuity Option selected by the Owner. On the Maturity Date, payments begin to the Annuitant under the selected Annuity Option. You may also, elect to receive the money as a lump sum equal to the Policy Value. The annuity benefits at the time of their commencement will not be less than those that would be provided by the application of the Policy Value to purchase a single premium immediate annuity contract at purchase rates offered by Us at the time to the same class of Annuitants.

Selection of an Annuity Option

Prior to the Maturity Date, You may select an Annuity Option from the Annuity Options listed below, or any other option mutually agreed upon in writing, by Request at least 30 days prior to the Maturity Date. If You have not chosen an Annuity Option, We will begin making annuity payments in accordance with the Annuity Option – Life with Minimum Guarantee of five years. You may not change the Annuity Option after the Maturity Date.

Annuity Options

Life Only: Under this option, annuity payments will be made monthly as long as the Annuitant is living.

Life with Minimum Guarantee: Under this option, annuity payments will be made monthly as long as the Annuitant is living. If the Annuitant dies before 120 payments have been made, We will continue payments until 120 payments in total have been made. Alternatively, You may select a term of 60 months to 240 months.

Term Certain Plan: Under this option, annuity payments will be made monthly for a number of years chosen by You. The period selected must be at least five but no more than 30 years. If an Owner dies before the term certain period ends, We will continue making payments to the Beneficiary until the end of the selected term.

You may also select any other Annuity Option currently available at the Maturity Date.

Payments under the Annuity Options

The first annuity payment is due on the Maturity Date. Subsequent monthly payments will be payable on the same day in each of the following months.

The amount of each annuity payment will be based on the Annuitant's age on the birthday proceeding the date that the first payment becomes due. We have the right to require proof of the Annuitant's age before We make a payment. If payment depends on the Annuitant being alive on a certain date, We may require proof of such fact on such date before any payment will be made.

If the monthly payment amount is less than \$50.00, We may change the payment interval so that payments will be at least \$50.00. If any annual payment amount is less than \$50.00, We have the right to pay the Annuity Value in one single amount.

Annuity Option Tables

Tables for the Annuity Option show the monthly annuity payments per \$1,000.00 of Policy Value, after deduction of premium taxes, if any, and are derived using the 2000 Annuity Mortality Table and an annual interest rate of 3%. They are shown for illustrative purposes only and are not guaranteed. At the time of annuitization, the annuity payments will be based on the greater of (a) Our current payment options and (b) the payment amounts derived using the 2000 Annuity Mortality Table, with an interest rate at least equal to the Guaranteed Minimum Interest Rate shown on the Policy Data Pages. The figures for all ages, including ages not shown, with the Guaranteed Minimum Interest Rate may be requested from Us. We will pay any other form of fixed annuity that is acceptable to Us. The same Mortality Table and interest rate will be used to determine monthly payments for ages or durations not shown.

ANNUITY OPTION TABLES

UNISEX TABLES

LIFE ANNUITY – Life Only

<u>AGE OF PAYEE</u>	<u>AMOUNT</u>
50	[\$3.99
55	\$4.36
60	\$4.84
65	\$5.51
70	\$6.44
75	\$7.77
80	\$9.69
85	\$12.48
90	\$16.41]

LIFE ANNUITY – Life with Minimum Guarantee (120 payments)

<u>AGE OF PAYEE</u>	<u>AMOUNT</u>
50	[\$3.97
55	\$4.32
60	\$4.77
65	\$5.35
70	\$6.09
75	\$6.97
80	\$7.91
85	\$8.71
90	\$9.24]

TERM CERTAIN

<u>NUMBER OF MONTHLY PAYMENTS</u>
60
120

<u>AMOUNT</u>
[\$17.91
\$9.61]

<u>NUMBER OF MONTHLY PAYMENTS</u>
180
240

<u>AMOUNT</u>
[\$6.87
\$5.51]

Single Premium Deferred Annuity
Annuity Payable at Maturity
Death Benefit Payable at Death Before Maturity
NONPARTICIPATING (not eligible for dividends)

PROPOSED ANNUITANT

First Name: _____ Middle Initials: _____ Last Name: _____
 Sex: ☐ Male ☐ Female Date of Birth: _____ Age: _____ State of Birth: _____
 Home Address, City, State: _____ ZIP: _____ How long: _____
 Tel. No: _____ Driver's License No: _____ Issue State: _____
 SSN: _____ Employer: _____ Occupation: _____
 Employer's Address, City, State: _____ ZIP: _____ How long: _____

JOINT ANNUITANT (not allowed on all plans)

First Name: _____ Middle Initials: _____ Last Name: _____
 Sex: ☐ Male ☐ Female Date of Birth: _____ Age: _____ State of Birth: _____
 Home Address, City, State: _____ ZIP: _____ How long: _____
 Tel. No: _____ Driver's License No: _____ Issue State: _____
 SSN: _____ Employer: _____ Occupation: _____
 Employer's Address, City, State: _____ ZIP: _____ How long: _____

BENEFICIARY

☐ **Primary** _____ %
 Full Name: _____ Relation to Proposed Annuitant: _____ Date of Birth: _____
 Street Address, City, State: _____ ZIP: _____ Tel. No: _____
☐ **Primary** _____ % ☐ **Contingent**
 Full Name: _____ Relation to Proposed Annuitant: _____ Date of Birth: _____
 Street Address, City, State: _____ ZIP: _____ Tel. No: _____
☐ **Primary** _____ % ☐ **Contingent**
 Full Name: _____ Relation to Proposed Annuitant: _____ Date of Birth: _____
 Street Address, City, State: _____ ZIP: _____ Tel. No: _____
☐ **Primary** _____ % ☐ **Contingent**
 Full Name: _____ Relation to Proposed Annuitant: _____ Date of Birth: _____
 Street Address, City, State: _____ ZIP: _____ Tel. No: _____

OWNER

☐ **Same as the Proposed Annuitant**
 Owner's Full Name / Trustee: _____
 Date of Birth: _____ Sex: ☐ Male ☐ Female Driver's License No: _____
 Tax ID or SSN: _____ Relationship to Proposed Annuitant: _____
 Address, City, State: _____ ZIP: _____

JOINT OWNER (not allowed on all plans)

☐ **Same as the Proposed Annuitant**
 First Name: _____ Middle Initials: _____ Last Name: _____
 Tax ID or SSN: _____ Date of Birth: _____ Relationship to Proposed Annuitant: _____
 Address, City, State: _____ ZIP: _____ Tel. No: _____

PAYOR

☐ **Same as the Proposed Annuitant**
 First Name: _____ Middle Initials: _____ Last Name: _____
 Tax ID or SSN: _____ Date of Birth: _____ Relationship to Proposed Annuitant: _____
 Address, City, State: _____ ZIP: _____ Tel. No: _____

GENERAL

Is there any life insurance or annuity policy in force on the proposed annuitant? ☐ Yes* ☐ No
Will this annuity replace any existing insurance or annuities with this or any other company? ☐ Yes* ☐ No
* Provide an explanation in the "Details" box on this page.

PLAN

Annuity Product Name: _____

PREMIUM TYPE

☐ Single Premium ☐ Flexible Premium ☐ Deferred ☐ Immediate ☐ Indexed ☐ Non-Indexed

Surrender Charge Period: ☐ 5 Year ☐ 7 Year ☐ 10 Year ☐ Other _____

For Indexed Annuity: Fixed Account _____% Indexed Account _____% = 100%

TAX TYPE

I request that any contract issued from this application include wording to qualify it as a:

☐ 403(b) Tax Sheltered Annuity ☐ Individual Retirement Annuity ☐ Non-Qualified Annuity
☐ 457(b) Deferred Compensation Plan ☐ Roth IRA ☐ Other: _____

PREMIUMS

Amount Paid with Application: \$ _____

Scheduled Premium: \$ _____

Annual Premium: \$ _____

Payroll Reduction Payments (1st Contract Year Payments):

Initial Premium \$ _____ for _____ months

Then \$ _____ for _____ months

Total 1st Contract Year Premium: \$ _____

Frequency of Scheduled Premiums:

☐ Annual ☐ Semi-Annual ☐ Quarterly
☐ Monthly (12 pay) ☐ Calendar (24 pay) ☐ Bi-Weekly (26 pay)
☐ 9 pay ☐ 10 pay ☐ 11 pay
☐ 13 pay ☐ 20 pay ☐ 21 pay
☐ 25 pay ☐ 52 pay ☐ Other: _____

METHOD OF PAYMENT

What is the source of the funds used for the initial premium? _____

Have you or any beneficiary(ies) entered into or plan to enter into any agreement to sell or assign this policy? ☐ Yes ☐ No

Have you or any beneficiary(ies) ever sold, transferred or assigned any annuity contract to a third party? ☐ Yes ☐ No

***Notice:** State law may prohibit you from entering into any agreement to sell, transfer or assign an annuity contract under certain circumstances.
If you have any questions about this, please consult your legal advisor.

☐ Pre-Authorized Check **(Complete and attach Pre-Authorized Check Form and void sample check.)**

☐ List billing starting on _____ with deductions by (Name of Employer) _____
(MM/DD/YYYY)

_____ Payments excluding the months of (J F M A M J J A S O N D)

Billing Address ☐ **Same as the Proposed Annuitant, or**

Street Address, City, State: _____ ZIP: _____

TRANSFERS

Type of tax deferred account _____ of \$ _____ from _____

(Complete and attach the applicable forms.)

DETAILS

AMENDMENTS

FRAUD WARNING

Arizona Residents Only: Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

District of Columbia Residents Only: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida Residents Only: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

North Dakota and South Dakota Residents Only: Any person, who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, commits insurance fraud, which may be a crime and may subject the person to civil and criminal penalties.

Oregon Residents Only: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

In All Other States: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

SIGNATURES

I/We, the undersigned, hereby declare that the statements on this Application shall form the basis of any Annuity Contract issued. All statements made in this application form are accurate to the best of our knowledge and belief.

Also, where this application is for a contract to be issued under section 403(b), by signing below, I/We are hereby authorizing Industrial Alliance Pacific Insurance and Financial Services Inc. to provide the employer maintaining the section 403(b) plan (or an agent of the employer) with information necessary for the administration of the 403(b) plan.

I/We believe that the purchase of this Annuity Contract is suitable given our particular legal, financial, tax investment, estate planning or other goals or circumstances. I/We acknowledge receipt of any required disclosures, including the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity Indexed Annuities.

I/We understand that if applying for an Indexed Annuity, that while the value of the contract may be affected by an external index, the annuity does not directly participate in any stock or equity investment.

Federal law requires sufficient information to identify the parties to the purchase of an annuity. Failure to provide such information could result in the annuity not being issued, delayed, unprocessed transaction requests or terminated.

Signed at _____ this _____ day of _____ 20____
(City, State)

Signature of Proposed Annuitant

Signature of Owner (If Different than Proposed Annuitant)

Signature of Proposed Joint Annuitant (if any)

Signature of Joint Owner (if any)

AGENT DATA

Are you aware of any life insurance or annuity policy in force on the proposed annuitant, except as noted in this application? ☐ Yes* ☐ No

Are you aware if this Annuity Contract will replace any existing insurance policies or annuity contracts with this or any other Company? ☐ Yes* ☐ No

*Provide an explanation in the "Details" box on previous page and attach applicable replacement forms.

I hereby certify that I have thoroughly reviewed the training materials for this product and I have a complete understanding of the annuity product applied for under this application. I further certify that I have reviewed the applicant's suitability information and found that this annuity is suitable for the applicant.

Signature of Licensed Agent (Witness)

Print Agent Name

Agent # / %

Signature of Licensed Agent (Witness)

Print Agent Name

Agent # / %

POLICY DATA PAGE

Policy Number: [12345]
Issue Date: [January 1, 2009]
Effective Date: [January 1, 2009]
Maturity Date: [January 2, 2066]
Owner: [John Doe]
Annuitant: [Jane Doe]
Annuitant's Age: [35]
Initial Premium Paid: [\$10,000.00]
Initial Premium Bonus: [\$100.00]
Initial Premium Bonus Percentage*: [1.0%]
Current Interest Rate First Policy Year: [3.00%]
Guaranteed Minimum Interest Rate: [2.00%]

5 Year Surrender Charge Option

Early Withdrawal Charge Table
for Issue Ages 0 – 58

Policy Year	Percentage
1	10.0
2	10.0
3	6.0
4	4.0
5	2.0
6+	0.0

Early Withdrawal Charge Table
for Issue Ages 59 and up

Policy Year	Percentage
1	8.0
2	8.0
3	6.0
4	4.0
5	2.0
6	0.0

*The Premium Bonus is considered interest and is not fully earned until the Right to Examine period as described on the first page of the Policy has expired. Please see Endorsement form ICC11-PB403.

If We have not satisfactorily answered Your questions regarding this annuity,
You may contact Your state Insurance Department at the following telephone number:

[Insert Insurance Department Telephone Number where contract is being issued]

TABLE OF GUARANTEED VALUES

End of Policy Year	Premiums Paid	Policy Value	Early Withdrawal Value
1	\$10,000.00	[\$10,403.00	[\$9,632.70
2	\$0.00	\$10,611.06	\$9,656.06
3	\$0.00	\$10,823.28	\$10,238.82
4	\$0.00	\$11,038.75	\$10,642.32
5	\$0.00	\$11,260.54	\$11,057.85
6	\$0.00	\$11,485.75	\$11,485.75
7	\$0.00	\$11,715.47	\$11,715.47
8	\$0.00	\$11,949.78	\$11,949.78
9	\$0.00	\$12,188.77	\$12,188.77
10	\$0.00	\$12,432.55	\$12,432.55
11	\$0.00	\$12,681.20	\$12,681.20
12	\$0.00	\$12,934.82	\$13,934.82
13	\$0.00	\$13,193.52	\$13,193.52
14	\$0.00	\$13,457.39	\$13,457.39
15	\$0.00	\$13,726.54	\$13,726.54
16	\$0.00	\$14,001.07	\$14,001.07
17	\$0.00	\$14,281.09	\$14,281.09
18	\$0.00	\$14,566.71	\$14,566.71
19	\$0.00	\$14,858.05	\$14,858.05
20	\$0.00	\$15,155.21]	\$15,155.21]

The values shown above are illustrative and are based on the following assumptions:

- a) values are based on the Initial Premium paid and the Initial Premium Bonus; and
- b) there are no Early Withdrawals, Partial Withdrawals or Systematic Withdrawals; and
- c) the Guaranteed Minimum Interest Rate is applied after the first Policy Year; and
- d) the Early Withdrawal Values include the applicable Early Withdrawal Charges in all Policy Years, except on 10% of the Policy Value after the first Policy Year.

The actual values and rates for the Policy will differ from those shown depending on actual Early Withdrawals, Partial Withdrawals, Systematic Withdrawals and interest credited.

POLICY DATA PAGE

Policy Number: [12345]
Issue Date: [January 1, 2009]
Effective Date: [January 1, 2009]
Maturity Date: [January 2, 2066]
Owner: [John Doe]
Annuitant: [Jane Doe]
Annuitant's Age: [35]
Initial Premium Paid: [\$10,000.00]
Initial Premium Bonus: [\$250.00]
Initial Premium Bonus Percentage*: [2.5%]
Current Interest Rate First Policy Year: [3.00%]
Guaranteed Minimum Interest Rate: [2.00%]

7 Year Surrender Charge Option

Early Withdrawal Charge Table
for Issue Ages 0 – 58

Policy Year	Percentage
1	10.0
2	10.0
3	8.0
4	7.0
5	6.0
6	4.0
7	2.0
8+	0.0

Early Withdrawal Charge Table
for Issue Ages 59 and up

Policy Year	Percentage
1	8.0
2	8.0
3	6.0
4	5.0
5	4.0
6	3.0
7	2.0
8	0.0

*The Premium Bonus is considered interest and is not fully earned until the Right to Examine period as described on the first page of the Policy has expired. Please see Endorsement form ICC11-PB403.

If We have not satisfactorily answered Your questions regarding this annuity,
You may contact Your state Insurance Department at the following telephone number:

[Insert Insurance Department Telephone Number where contract is being issued]

TABLE OF GUARANTEED VALUES

End of Policy Year	Premiums Paid	Policy Value	Early Withdrawal Value
1	\$10,000.00	[\$10,557.50	[\$9,501.75
2	\$0.00	\$10,768.65	\$9,799.47
3	\$0.00	\$10,984.02	\$10,193.17
4	\$0.00	\$11,203.70	\$10,497.87
5	\$0.00	\$11,427.78	\$10,810.68
6	\$0.00	\$11,656.33	\$11,236.71
7	\$0.00	\$11,889.46	\$11,675.45
8	\$0.00	\$12,127.25	\$12,127.25
9	\$0.00	\$12,369.79	\$12,369.79
10	\$0.00	\$12,617.19	\$12,617.19
11	\$0.00	\$12,869.53	\$12,869.53
12	\$0.00	\$13,126.92	\$13,126.92
13	\$0.00	\$13,389.46	\$13,389.46
14	\$0.00	\$13,657.25	\$13,657.25
15	\$0.00	\$13,930.40	\$13,930.40
16	\$0.00	\$14,209.00	\$14,209.00
17	\$0.00	\$14,493.19	\$14,493.19
18	\$0.00	\$14,783.05	\$14,783.05
19	\$0.00	\$15,078.71	\$15,078.71
20	\$0.00	\$15,380.28]	\$15,380.28]

The values shown above are illustrative and are based on the following assumptions:

- a) values are based on the Initial Premium paid and the Initial Premium Bonus; and
- b) there are no Early Withdrawals, Partial Withdrawals or Systematic Withdrawals; and
- c) the Guaranteed Minimum Interest Rate is applied after the first Policy Year; and
- d) the Early Withdrawal Values include the applicable Early Withdrawal Charges in all Policy Years, except on 10% of the Policy Value after the first Policy Year.

The actual values and rates for the Policy will differ from those shown depending on actual Early Withdrawals, Partial Withdrawals, Systematic Withdrawals and interest credited.

POLICY DATA PAGE

Policy Number: [12345]
Issue Date: [January 1, 2009]
Effective Date: [January 1, 2009]
Maturity Date: [January 2, 2066]
Owner: [John Doe]
Annuitant: [Jane Doe]
Annuitant's Age: [35]
Initial Premium Paid: [\$10,000.00]
Initial Premium Bonus: [\$500.00]
Initial Premium Bonus Percentage*: [5.0%]
Current Interest Rate First Policy Year: [3.00%]
Guaranteed Minimum Interest Rate: [2.00%]

10 Year Surrender Charge Option

Early Withdrawal Charge Table
for Issue Ages 0 – 58

Policy Year	Percentage
1	10.0
2	10.0
3	8.0
4	7.0
5	6.0
6	5.0
7	4.0
8	3.0
9	2.0
10	1.0
11+	0.0

Early Withdrawal Charge Table
for Issue Ages 59 and up

Policy Year	Percentage
1	8.0
2	8.0
3	6.0
4	5.0
5	4.0
6	3.0
7	2.0
8	1.0
9	0.0

*The Premium Bonus is considered interest and is not fully earned until the Right to Examine period as described on the first page of the Policy has expired. Please see Endorsement form ICC11-PB403.

If We have not satisfactorily answered Your questions regarding this annuity,
You may contact Your state Insurance Department at the following telephone number:

[Insert Insurance Department Telephone Number where contract is being issued]

TABLE OF GUARANTEED VALUES

End of Policy Year	Premiums Paid	Policy Value	Early Withdrawal Value
1	\$10,000.00	[\$11,330.00	[\$10,197.00
2	\$0.00	\$11,556.60	\$10,517.51
3	\$0.00	\$11,787.73	\$10,939.02
4	\$0.00	\$12,023.49	\$11,266.01
5	\$0.00	\$12,263.96	\$11,601.70
6	\$0.00	\$12,509.24	\$11,946.32
7	\$0.00	\$12,759.42	\$12,300.08
8	\$0.00	\$13,014.61	\$12,663.21
9	\$0.00	\$13,274.90	\$13,035.95
10	\$0.00	\$13,540.40	\$13,418.54
11	\$0.00	\$13,811.21	\$13,811.21
12	\$0.00	\$14,087.43	\$14,087.43
13	\$0.00	\$14,369.18	\$14,369.18
14	\$0.00	\$14,656.56	\$14,656.56
15	\$0.00	\$14,949.69	\$14,949.69
16	\$0.00	\$15,248.69	\$15,248.69
17	\$0.00	\$15,553.66	\$15,553.66
18	\$0.00	\$15,864.74	\$15,864.74
19	\$0.00	\$16,182.03	\$16,182.03
20	\$0.00	\$16,505.67]	\$16,505.67]

The values shown above are illustrative and are based on the following assumptions:

- a) values are based on the Initial Premium paid and the Initial Premium Bonus; and
- b) there are no Early Withdrawals, Partial Withdrawals or Systematic Withdrawals; and
- c) the Guaranteed Minimum Interest Rate is applied after the first Policy Year; and
- d) the Early Withdrawal Values include the applicable Early Withdrawal Charges in all Policy Years, except on 10% of the Policy Value after the first Policy Year.

The actual values and rates for the Policy will differ from those shown depending on actual Early Withdrawals, Partial Withdrawals, Systematic Withdrawals and interest credited.



PREMIUM BONUS ENDORSEMENT

INDUSTRIAL ALLIANCE PACIFIC
INSURANCE AND FINANCIAL SERVICES™
a stock company

[Customer Service Center
P.O. Box 19009, Greenville, SC 29602-9009
Toll Free: 866-363-3290
www.iaamerican.com]

This Endorsement is part of the Policy to which it is attached. Except as stated in this Endorsement, all other Policy provisions apply.

Premium Bonus

Premium received during the first Policy Year will be increased by the percentage shown on the Policy Data Page of the Policy. The Premium Bonus is vested when the Premium is received and included in the Policy Value. The Premium Bonus is considered interest and is not fully earned until the Right to Examine period as described on the first page of the Policy has expired.

Effective Date

This Endorsement becomes effective on the Effective Date shown on the Policy Data Page of the Policy.

Automatic Termination

This Endorsement will terminate immediately upon the occurrence of any of the following:

- a) the end of the first Policy Year of the Policy; or
- b) the Policy terminates.


Forfeiture of Premium Bonus

Any Premium Bonus credited to the Policy Value will be forfeited if the Policy is returned under the Right to Examine and Cancel Policy provision.

Signed for the Company.



Secretary



President

™ Trademark of Industrial Alliance Pacific Insurance and Financial Services Inc.



INDUSTRIAL ALLIANCE PACIFIC
INSURANCE AND FINANCIAL SERVICES™

a stock company

[Customer Service Center
P.O. Box 19009, Greenville, SC 29602-9009
Toll Free: 866-363-3290
www.iaamerican.com]

RENEWAL OPTION ENDORSEMENT

This Endorsement is part of the Policy to which it is attached. Except as stated in this Endorsement, all other Policy provisions apply.

Renewal Option

After the end of the Early Withdrawal Charge Period, the Owner will have the option to renew the policy. The Owner may select the same product or a similar product that is offered at the time. However, all issue requirements for the new policy, including age, must be met.

To renew the Policy the Owner must:

- a) submit a Request for renewal; and
- b) submit an application for the new Policy
- c) submit the written consent of the assignees and Irrevocable Beneficiary(ies), if any, in a form acceptable to Us, and;
- d) surrender this Policy.

The Net Early Withdrawal Value will be applied to the new policy. The new policy will have a new Effective Date and Early Withdrawal Charge table.

Effective Date

This Endorsement becomes effective on the Effective Date shown on the Policy Data Page of the Policy.

Automatic Termination

This Endorsement will terminate immediately upon the termination of the Policy.

Signed for the Company.

Secretary

President



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403b ANNUITY ENDORSEMENT

The Policy to which this Endorsement is attached is amended as described below to qualify as an annuity contract described in Section 403(b) of the Internal Revenue Code of 1986, as amended ("IRC"), and relevant income tax laws. This Policy is not issued with an arrangement that is subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). All the provisions of the Policy and this Endorsement shall be interpreted in accordance with IRC Section 403(b) of the Income Tax laws. Where the provisions of the Endorsement are not consistent with the provisions of the Policy, including the provisions of any other endorsements or riders issued with the Policy, the provisions of this Endorsement will control.

1. The Plan, Employer, and Employee

As used in this Endorsement, the term "Plan" refers to the plan under IRC Section 403(b) that is maintained by the Employer and pursuant to which the Policy is issued or, if applicable, the agreement between the Employer and Industrial Alliance Pacific Insurance and Financial Services Inc. (the "Company") to provide each other with information described in Section 1.403(b)-10(b)(2)(C) of the Income Tax Regulations. The term "Employer" refers to the employer described in IRC Section 403(b)(1)(A) and the Income Tax Regulations thereunder that maintains the Plan pursuant to which the Policy is issued. The term "Employee" refers to an employee or former employee of the Employer for whose benefit the Employer maintains the Plan and the Policy is issued under the Plan.

2. Owner and Annuitant

Except as otherwise provided under applicable federal tax law, (1) the Annuitant must be the Employee, (2) the Owner must be the Employer or the Employee, (3) the Owner and the Annuitant may not be changed, and (4) a joint Owner may not be named.

3. Nontransferability and Nonforfeiture

This Policy is established for the benefit of the Employee and his or her beneficiaries. The interest of the Employee in the Policy is nontransferable and, except as provided by applicable law, is nonforfeitable. In particular, except as otherwise provided under applicable law, the Policy may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or any other purpose, to any other person other than the Company. Special rules may apply in the case of a transfer under the terms of a qualified domestic relations order, as defined in IRC section 414(p) (a "QDRO").

4. Premium Payments

A Premium payment must be made:

- (a) as a contribution by the Employer on behalf of the Employee;
- (b) as an exchange or plan-to-plan transfer described in section 6 of this Endorsement; or
- (c) as a rollover permitted under IRC Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), and 457(e)(16).

A Premium payment must consist only of amounts that are not subject to the requirements of ERISA.

Except as otherwise permitted by IRC Section 414(u) and 414(v), or other provisions under the federal tax law, Premium payments made pursuant to a salary reduction agreement shall not exceed the limits set forth in IRC Section 402(g). If Premium payments exceed this limit, the Company may distribute the amount of the excess, together with any income allocable thereto, to the Employee as permitted by applicable federal tax law.

In addition, Premium payments shall not exceed the limits of IRC Section 415. The Company will not accept any premium payments in excess of this limit and does not intend to separately account for any such excess premium payments or amounts attributable to any such excess premium payments.

5. Distribution Restrictions

- (a) In General. Except as otherwise provided under federal tax law, a distribution from the Policy shall be made only in accordance with the requirements of IRC Section 403(b), the Income Tax Regulations, and the Plan. Amounts may be distributed pursuant to a QDRO to the extent permitted by applicable federal tax law.

- (b) **Elective Deferrals.** As required by IRC Sections 403(b)(11) and 403(b)(7) and the applicable Income Tax Regulations thereunder, a distribution permitted under the Plan, if applicable, of Elective Deferrals may not be made from the Policy earlier than the earliest of the date on which the Employee (1) has a severance from employment, (2) dies, (3) has a hardship, (4) becomes disabled (within the meaning of IRC Section 72(m)(7)), or (5) attains age 59½. A hardship distribution is limited to the aggregate dollar amount of the Employee's Elective Deferrals under the Contract (and may not include any income thereon), reduced by the aggregate dollar amount of the distributions previously made to the participant from the Policy. As used in this Endorsement, the term "Elective Deferrals" means contributions to the Policy made after December 31, 1988, pursuant to a salary reduction agreement, the income attributable to such contributions, and income attributable to any amounts held as of December 31, 1988. Elective Deferrals also include amounts attributable to contributions made to the Policy in a non-taxable transfer, or in an exchange or plan-to-plan transfer described in section 6 of this Endorsement, that are attributable to contributions made pursuant to a salary reduction agreement and are subject to the distribution restrictions under IRC section 403(b)(7) or IRC section 403(b)(11).
- (c) **Employer Annuity Contributions.** If the Policy is issued after 2008, a distribution of Employer Annuity Contributions may be made from the Policy no earlier than upon the earlier of the Employee's severance from employment or upon the prior occurrence of some event, such as after a fixed number of years, the attainment of a stated age, or disability, as provided under the Plan. As used in this Endorsement, the term "Employer Annuity Contributions" means amounts attributable to contributions made to an annuity contract under IRC Section 403(b)(1) that are not made pursuant to a salary reduction agreement. Employer Annuity Contributions do not include after-tax employee contributions or earnings thereon. Employer Annuity Contributions include amounts attributable to contributions made to the Contract in an exchange or plan-to-plan transfer described in section 6 of this Endorsement that are subject to the distribution restrictions under section 1.403(b)-6(b) of the Income Tax Regulations.
- (d) **Employer Custodial Account Contributions.** A distribution permitted under the Plan, if applicable, of Employer Custodial Account Contributions may not be made from the Policy before the Employee (1) has a severance from employment, (2) dies, (3) becomes disabled (within the meaning of IRC Section 72(m)(7)), or (4) attains age 59½. As used in this Endorsement, the term "Employer Custodial Account Contributions" means amounts attributable to contributions made to the Contract in a non-taxable transfer, or in an exchange or plan-to-plan transfer described in section 6 of this Endorsement, that (1) are not made pursuant to a salary reduction agreement, (2) are not Employer Annuity Contributions, and (3) are subject to the distribution restrictions under IRC section 403(b)(7).
- (e) **Separate Accounting.** If the Policy includes both Elective Deferrals and other contributions, and the Elective Deferrals are not maintained in a separate account, then in accordance with section 1.403(b)-6(d)(3) of the Income Tax Regulations, distributions may not be made earlier than the later of:
- (1) any date permitted under subsection (b) of this section 5 of the Endorsement, and
 - (2) any date permitted under subsections (c) or (d) of this section 5 of the Endorsement (whichever applies to the contributions that are not Elective Deferrals).
- Unless required under the Plan, the Company is not obligated to maintain a separate account for Elective Deferrals.
- (f) **Exchanges and Transfers.** Amounts exchanged or transferred to the Policy pursuant to section 6 of this Endorsement, and income attributable to such amounts, are subject to distribution restrictions that are not less stringent than those imposed under the contract being exchanged or under the transferor plan, whichever is applicable, in accordance with Section 1.403(b)-10(b)(2) of the Income Tax Regulations.
- (g) **Exceptions.**
- (1) Notwithstanding any other provision in this section 5 of the Endorsement, distributions are permitted to be made from the Policy to the extent (a) described in sections 4 and 6 of this Endorsement, (b) required by a QDRO, (c) described in IRC Section 72(t)(2)(G), (d) permitted by IRC Section 414(w)(2), or (e) otherwise allowed by applicable federal tax law.
 - (2) If the Employer informs the Company that the Plan has been terminated in accordance with Section 1.403(b)-10(a) of the Income Tax Regulations, the Company shall follow the instructions of the Employer with regard to how this Policy or the accumulated benefits thereunder are to be distributed, provided that such instructions are in accordance with the requirements of IRC Section 403(b) and the Income Tax Regulations thereunder.
 - (3) To the extent that the Company separately accounts for contributions to this Policy that are eligible rollover distributions as described in Sections 1.403(b)-6(i) and 1.403(b)-10(d) of the Income Tax Regulations, such contributions (and any earnings thereon) are not subject to the distribution restrictions described in this section 5 of the Endorsement. The Company is not obligated to separately account for any such amounts.

6. Exchanges and Plan-To-Plan Transfers

Subject to the terms of the Plan, if applicable, exchanges within the Plan and plan-to-plan transfers involving the Policy will be allowed to the extent permitted under federal tax law.

7. Loans and Hardship Distributions

While the Policy is in force, the Owner may borrow from the Policy using the Policy as the sole security for the loan. A loan under the Policy is subject to the requirements and limitations imposed by the Plan, IRC Section 72(p), IRC Section 403(b), the Policy Loan Agreement, and the Company. In addition, a distribution in the case of hardship that is permitted under section 5 of this Endorsement may be made under the Policy. However, except as otherwise provided under Section 1.403(b)-10(b)(2) of the Income Tax Regulations with respect to certain contracts received in an exchange that occurred on or before September 24, 2007, and under section 8 of Revenue Procedure 2007-71 with respect to certain contracts issued before January 1, 2009, a loan and a distribution in the case of hardship may be made under the Policy only if permitted under the Plan.

8. Required Minimum Distributions and Incidental Benefits

- (a) In General. Notwithstanding any provision in the Policy to the contrary, the distribution of the entire interest in the Policy shall be made in accordance with the requirements of IRC Sections 403(b)(10) and 401(a)(9), and the Income Tax Regulations thereunder. Distributions from and benefits under this Policy also must satisfy the requirements relating to incidental benefits under Section 1.401-1(b)(1)(ii) of the Income Tax Regulations. All such requirements are incorporated herein by reference. Prior to the date the Policy is annuitized, the entire interest of the Employee or beneficiary under the Policy is the dollar amount credited to the Employee or beneficiary under the Policy plus the actuarial present value of any additional benefit (such as survivor benefits in excess of the dollar amount credited to the Employee or beneficiary) that will be provided under the Policy, in accordance with Q&A-12 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

To the extent permitted under the Plan and the IRC, the minimum distribution required under IRC Sections 403(b)(10) and 401(a)(9) with respect to the Policy may be taken from any one or more of the Employee's IRC Section 403(b) contracts under the Plan.

To the extent provided in Income Tax Regulations, a Policy that is part of a governmental plan (as defined in IRC Section 414(d)) shall, for all years to which IRC Section 401(a)(9) applies to the Policy, be treated as having complied with IRC Section 401(a)(9) if the Policy complies with a reasonable good faith interpretation of IRC Section 401(a)(9).

- (b) Required Beginning Date. The term "required beginning date" as used in this Endorsement means April 1 of the calendar year following the later of (1) the calendar year in which the Employee attains age 70½, or (2) the calendar year in which the Employee retires, or such later date provided by law. However, unless the Employee's interest in the Policy is on account of the Employee's participation in a governmental plan (as defined in IRC Section 414(d)) or church plan (as defined in IRC Section 401(a)(9)(C)), if the Employee is a 5-percent owner (as defined in IRC Section 416) of the Employer with respect to the plan year ending in the calendar year in which the Employee attains age 70½, the required beginning date is April 1 of the calendar year following the calendar year in which the Employee attains age 70½. In addition, if distributions commence to the Employee on a date before the Employee's required beginning date over a period permitted under IRC Section 401(a)(9)(A)(ii) and the distribution form is an annuity under which distributions are made in accordance with the provisions of Q&A-1 of Section 1.401(a)(9)-6 of the Income Tax Regulations, the annuity start date will be treated as the required beginning date for purposes of applying the rules of Sections 1.401(a)(9)-2 and 1.401(a)(9)-6 of the Income Tax Regulations.
- (c) Distributions During Employee's Life. Unless otherwise permitted under applicable federal tax law, the entire interest shall be distributed, or commence to be distributed, no later than the required beginning date over (a) the life of the Employee, or the lives of the Employee and his or her designated beneficiary (within the meaning of IRC Section 401(a)(9)), or (b) a period not extending beyond the life expectancy of the Employee or the joint life and last survivor expectancy of the Employee and his or her designated beneficiary, as required by law.

Annuity payments must be made in periodic payments at intervals of no longer than one year and must be nonincreasing or they may increase only as provided in Q&As-1, -4, and -14 of Section 1.401(a)(9)-6 of the Income Tax Regulations. Also, to the extent permitted under the Policy, payments may be changed in accordance with Q&A-13 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution in the form of an annuity must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

The amount to be distributed on or before the required beginning date, and by December 31 of each year, will be made in accordance with the requirements of IRC Section 401(a)(9) and the regulations thereunder.

(d) Distributions After Employee's Death. Unless otherwise permitted under applicable federal tax law, if the Employee dies on or after required distributions commence, the entire remaining interest, if any, will be distributed at least as rapidly as under the method of distribution being used as of the date of the Employee's death.

Unless otherwise permitted under applicable federal tax law, if the Employee dies before required distributions commence, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Employee's death, except that:

- (1) if the interest is payable to an individual who is the Employee's designated beneficiary, the designated beneficiary may elect to receive the entire interest over the life of the designated beneficiary or over a period not extending beyond the life expectancy of the designated beneficiary, commencing on or before December 31 of the calendar year immediately following the calendar year in which the Employee died; or
- (2) if the sole designated beneficiary is the Employee's surviving spouse, the surviving spouse may elect to receive the entire interest over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse, commencing on or before the later of: (1) December 31 of the calendar year immediately following the calendar year in which the Employee died, and (2) December 31 of the calendar year in which the Employee would have attained age 70½.

If the surviving spouse dies before distributions begin to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed by the end of the calendar year containing the fifth anniversary of the spouse's death.

An irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of December 31 of the calendar year containing the fifth anniversary of the Employee's death or the date distributions are required to begin pursuant to this subsection (d)(ii). If no election is made, the entire interest will be distributed in accordance with the method of distribution in this subsection (d)(ii).

An irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than December 31 of the calendar year immediately following the calendar year in which the Employee died. If no such election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Employee's death.

For purposes of this subsection (d) of the Endorsement regarding distributions after the Employee's death, required distributions are considered to commence on the Employee's required beginning date or, if applicable, on the date distributions are required to begin to the Employee's surviving spouse. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

Unless otherwise provided by applicable federal tax law, life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to the Employee's surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in that year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year following the calendar year of the Employee's death (or in the case of a surviving spouse who is the Employee's sole designated beneficiary and who dies before required distributions commence to him or her, the number in the Single Life Table corresponding to the spouse's designated beneficiary's age in the year following the calendar year of the spouse's death) reduced by 1 for each subsequent year. If benefits under the Policy are payable in accordance with an annuity option provided under the Policy, life expectancy shall not be recalculated.

(e) Annuity Options. All annuity payments under the Policy must meet the requirements of IRC Section 403(b)(10) and IRC Section 401(a)(9) and applicable regulations. The provisions of this Endorsement reflecting these requirements override any annuity option inconsistent with such requirements. If guaranteed payments are to be made under the Policy, the period over which any guaranteed payments are to be made must not exceed the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise permitted by applicable federal tax law).

9. Direct Rollovers

A distributee may elect, at the time and in the manner prescribed by the Company, to have any portion of an eligible rollover distribution that is equal to at least \$500 paid directly to an eligible retirement plan specified by the distributee in a direct rollover. If an eligible rollover distribution is less than \$500, a distributee may not make the election described in the preceding sentence to roll over a portion of the eligible rollover distribution.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

- (a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for (1) the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or (2) a specified period of ten (10) years or more,
- (b) any distribution to the extent such distribution is required under IRC Sections 403(b)(10) and 401(a)(9),
- (c) any hardship distribution,
- (d) the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities),
- (e) any other distribution(s) that is reasonably expected to total less than \$200 during a year, and
- (f) any other amounts designated in published federal income tax guidance.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in IRC Section 408(a) or (b), respectively, or to a qualified defined contribution plan described in IRC Sections 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of the distribution which is not so includible.

An eligible retirement plan is an eligible plan under IRC Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from the Policy, an individual retirement account described in IRC Section 408(a), an individual retirement annuity described in IRC Section 408(b), an annuity plan described in IRC Section 403(a), an annuity contract described in IRC Section 403(b), or a qualified plan described in IRC Section 401(a), that accepts the distributee's eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a QDRO.

A distributee includes the Employee. In addition, the Employee's surviving spouse and the Employee's spouse or former spouse who is the alternative payee under a QDRO, are distributees with regard to the interest of the spouse or former spouse.

A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

10. Coordination with the Plan

Except to the extent that this Policy is not subject to the written plan requirement under Section 1.403(b)-3(b)(3) of the Income Tax Regulations, the Policy is subject to the terms of the Plan, provided that the terms of the Plan do not expand the terms of the Policy and do not impose any responsibilities or duties on the issuer greater than those set forth in the Policy. For example, any terms of the Policy permitting loans and distributions in the case of hardship do not apply if the Plan does not permit such loans or hardship distributions. In the event of a conflict between the terms of the Policy and any other terms of the Plan, such other terms of the Plan shall govern if necessary to ensure compliance with IRC Section 403(b).

Federal tax law may require the Employer to share information with the Company that is necessary for the Company to administer the Policy in accordance with the terms of the Plan and the IRC. In such case, the Company shall rely upon such information in administering the Policy in accordance with the terms of the Plan and the IRC. If the Company does not receive such information from the Employer in the form and manner the Company deems acceptable, the Company will administer the Policy in the manner it deems appropriate. In some cases, this could mean that the Company has no responsibility to make any distribution (including a loan) from the Policy before the Company receives the information it requires from the Employer.

Federal tax law also may require the Company to share information regarding the Policy with the Employer in order to ensure compliance with the terms of the Plan and the IRC. The Company will share such information as required by federal tax law and any agreement between the Company and the Employer.

The Employer may identify a delegate to provide or receive the information described in this section 10 of the Endorsement.

11. Miscellaneous Provisions

- (a) **Effective Date.** The effective date of this Endorsement is the effective date of the Policy. However, if the Policy was issued prior to January 1, 2009, and another endorsement or rider designed to modify the Policy to qualify as a tax-sheltered annuity under IRC Section 403(b) is attached to the Policy, this Endorsement replaces that other endorsement or rider, effective January 1, 2009.

- (b) Unisex Rates. The method of calculating Premium payments and benefits under the Policy are to be based on unisex rates, and any references to sex or gender (with regard to rates and benefits) in the Policy are deleted.
- (c) Payments Under the Annuity Contract. If any annual payment amount is less than Fifty Dollars (\$50.00), we have the right to pay the Annuity Value in one single amount, subject to federal tax laws, only if the Annuity Value does not exceed \$1,000.
- (d) Treatment as an Annuity Contract under IRC Section 403(c). If the Policy is not treated for federal tax purposes as an annuity contract under IRC Section 403(b), the Policy will be treated as an annuity contract described in IRC Section 403(c), the Policy and all endorsements and riders attached to the Policy will be interpreted in accordance with IRC Section 403(c), and the entire interest in the Policy will be distributed in accordance with the requirements of IRC Section 72(s).
- (e) Death Benefits under Qualified Active Military Service. To the extent required under IRC Sections 403(b)(14) and 401(a)(37), in the case of an Employee who dies while performing qualified military services (as defined in IRC Section 414(u)), the survivors of the Employee are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the participant resumed and then terminated employment on account of death.
- (f) Right to Amend the Policy. The Policy to which this Endorsement is attached is amended to qualify as an annuity contract described in IRC Section 403(b) and applicable income tax regulations. To assure continuance of such qualification, it is agreed that the Company has the right and privilege at any time to amend this Policy as may be necessary in order to comply with changes in the IRC and the regulations and rulings thereunder. We will not be responsible for any adverse tax consequences resulting from the rejection of such an amendment.
- (g) The Owner shall comply with the tax-qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent tax penalties.

Signed for the Industrial Alliance Pacific Insurance and Financial Services Inc.



Secretary



President



INDUSTRIAL ALLIANCE PACIFIC
INSURANCE AND FINANCIAL SERVICES™
a stock company

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403b ROTH ANNUITY ENDORSEMENT

The Policy to which this Endorsement is attached is amended as described below to qualify as an annuity contract described in Section 403(b) of the Internal Revenue Code of 1986, as amended ("IRC"), and relevant income tax laws. This Policy is not issued with an arrangement that is subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The Policy includes a designated Roth account within the meaning of IRC Section 402A(b), into which any designated Roth contribution within the meaning of IRC Section 402A(c)(1) and any rollover contribution described in IRC Section 402A(c)(3) will be allocated. All the provisions of the Policy and this Endorsement shall be interpreted in accordance with IRC Section 403(b) of the Income Tax laws and IRC Section 402A. Where the provisions of the Endorsement are not consistent with the provisions of the Policy, including the provisions of any other endorsements or riders issued with the Policy, the provisions of this Endorsement will control. You should comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent tax penalties.

1. The Plan, Employer, and Employee

As used in this Endorsement, the term "Plan" refers to the plan under IRC Section 403(b) that is maintained by the Employer and pursuant to which the Policy is issued or, if applicable, the agreement between the Employer and Industrial Alliance Pacific Insurance and Financial Services Inc. (the "Company") to provide each other with information described in Section 1.403(b)-10(b)(2)(C) of the Income Tax Regulations. The term "Employer" refers to the employer described in IRC Section 403(b)(1)(A) and the Income Tax Regulations thereunder that maintains the Plan pursuant to which the Policy is issued. The term "Employee" refers to an employee or former employee of the Employer for whose benefit the Employer maintains the Plan and the Policy is issued under the Plan.

2. Owner and Annuitant

Except as otherwise provided under applicable federal tax law, (1) the Annuitant must be the Employee, (2) the Owner must be the Employer or the Employee, (3) the Owner and the Annuitant may not be changed, and (4) a joint Owner may not be named.

3. Nontransferability and Nonforfeiture

This Policy is established for the benefit of the Employee and his or her beneficiaries. The interest of the Employee in the Policy is nontransferable and, except as provided by applicable law, is nonforfeitable. In particular, except as otherwise provided under applicable law, the Policy may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or any other purpose, to any other person other than the Company. Special rules may apply in the case of a transfer under the terms of a qualified domestic relations order, as defined in IRC section 414(p) (a "QDRO").

4. Premium Payments

A Premium payment must be made:

- (a) as a contribution by the Employer on behalf of the Employee;
- (b) as an exchange or plan-to-plan transfer described in section 6 of this Endorsement; or
- (c) as a rollover permitted under IRC Sections 402(c), 402(e)(6), 402A(c), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), and 457(e)(16).

A Premium payment must consist only of amounts that are not subject to the requirements of ERISA.

To the extent permitted by the Plan, the IRC, and the Income Tax Regulations, a Premium Payment to the Policy may include a designated Roth contribution, and a direct rollover contribution under IRC Section 402A(c) of a payment or distribution from a designated Roth account under an applicable retirement plan described in IRC Section 402A(e)(1). Such contributions will be accepted only if they are contributed to a designated Roth account.

Except as otherwise permitted by IRC Section 414(u) and 414(v), or other provisions under the federal tax law, Premium payments made pursuant to a salary reduction agreement shall not exceed the limits set forth in IRC Section 402(g). If Premium payments exceed this limit, the Company may distribute the amount of the excess, together with any income allocable thereto, to the Employee as permitted by applicable federal tax law.

In addition, Premium payments shall not exceed the limits of IRC Section 415. The Company will not accept any Premium payments in excess of this limit and does not intend to separately account for any such excess Premium payments or amounts attributable to any such excess Premium payments.

If the Plan includes a qualified Roth contribution program within the meaning of IRC Section 402A, an employee may elect to make designated Roth contributions in lieu of all or a portion of elective deferrals the employee is otherwise eligible to make under the Plan. The amount of elective deferrals which an employee may designate as designated Roth contributions may not exceed the amount described in IRC Section 402A(c)(2). Unless specifically stated otherwise, a designated Roth contribution will be treated as an elective deferral within the meaning of IRC Section 402(g)(3)(C) for all purposes under the Plan.

5. Distribution Restrictions

(a) In General. Except as otherwise provided under federal tax law, a distribution from the Policy shall be made only in accordance with the requirements of IRC Section 403(b), the Income Tax Regulations, and the Plan. Amounts may be distributed pursuant to a QDRO to the extent permitted by applicable federal tax law.

(b) Elective Deferrals. As required by IRC Sections 403(b)(11) and 403(b)(7) and the applicable Income Tax Regulations thereunder, a distribution permitted under the Plan, if applicable, of Elective Deferrals may not be made from the Policy earlier than the earliest of the date on which the Employee (1) has a severance from employment, (2) dies, (3) has a hardship, (4) becomes disabled (within the meaning of IRC Section 72(m)(7)), or (5) attains age 59½. A hardship distribution is limited to the aggregate dollar amount of the Employee's Elective Deferrals under the Contract (and may not include any income thereon), reduced by the aggregate dollar amount of the distributions previously made to the participant from the Policy.

As used in this Endorsement, the term "Elective Deferrals" means contributions to the Policy made after December 31, 1988, pursuant to a salary reduction agreement, the income attributable to such contributions, and income attributable to any amounts held as of December 31, 1988. Elective Deferrals also include amounts attributable to contributions made to the Policy in a non-taxable transfer, or in an exchange or plan-to-plan transfer described in section 6 of this Endorsement, that are attributable to contributions made pursuant to a salary reduction agreement and are subject to the distribution restrictions under IRC section 403(b)(7) or IRC section 403(b)(11). Unless otherwise indicated, Elective Deferrals include designated Roth contributions within the meaning of IRC Section 402A(c)(1).

(c) Employer Annuity Contributions. If the Policy is issued after 2008, a distribution of Employer Annuity Contributions may be made from the Policy no earlier than upon the earlier of the Employee's severance from employment or upon the prior occurrence of some event, such as after a fixed number of years, the attainment of a stated age, or disability, as provided under the Plan. As used in this Endorsement, the term "Employer Annuity Contributions" means amounts attributable to contributions made to an annuity contract under IRC Section 403(b)(1) that are not made pursuant to a salary reduction agreement. Employer Annuity Contributions do not include after-tax employee contributions or earnings thereon. Employer Annuity Contributions include amounts attributable to contributions made to the Contract in an exchange or plan-to-plan transfer described in section 6 of this Endorsement that are subject to the distribution restrictions under section 1.403(b)-6(b) of the Income Tax Regulations.

(d) Employer Custodial Account Contributions. A distribution permitted under the Plan, if applicable, of Employer Custodial Account Contributions may not be made from the Policy before the Employee (1) has a severance from employment, (2) dies, (3) becomes disabled (within the meaning of IRC Section 72(m)(7)), or (4) attains age 59½. As used in this Endorsement, the term "Employer Custodial Account Contributions" means amounts attributable to contributions made to the Contract in a non-taxable transfer, or in an exchange or plan-to-plan transfer described in section 6 of this Endorsement, that (1) are not made pursuant to a salary reduction agreement, (2) are not Employer Annuity Contributions, and (3) are subject to the distribution restrictions under IRC section 403(b)(7).

(e) Separate Accounting. If the Policy includes both Elective Deferrals and other contributions, and the Elective Deferrals are not maintained in a separate account, then in accordance with section 1.403(b)-6(d)(3) of the Income Tax Regulations, distributions may not be made earlier than the later of:

- (1) any date permitted under subsection (b) of this section 5 of the Endorsement, and
- (2) any date permitted under subsections (c) or (d) of this section 5 of the Endorsement (whichever applies to the contributions that are not Elective Deferrals).

Unless required under the Plan, the Company is not obligated to maintain a separate account for Elective Deferrals.

However, a designated Roth account is a separate account established for the designated Roth contributions of an employee and any earnings properly allocable to the contributions, and separate recordkeeping is maintained with respect to the designated Roth account, as required under IRC Section 402A(b)(2).

- (f) Exchanges and Transfers. Amounts exchanged or transferred to the Policy pursuant to section 6 of this Endorsement, and income attributable to such amounts, are subject to distribution restrictions that are not less stringent than those imposed under the contract being exchanged or under the transferor plan, whichever is applicable, in accordance with Section 1.403(b)-10(b)(2) of the Income Tax Regulations.
- (g) Exceptions.
 - (1) Notwithstanding any other provision in this section 5 of the Endorsement, distributions are permitted to be made from the Policy to the extent (a) described in sections 4 and 6 of this Endorsement, (b) required by a QDRO, (c) described in IRC Section 72(t)(2)(G), (d) permitted by IRC Section 414(w)(2), or (e) otherwise allowed by applicable federal tax law.
 - (2) If the Employer informs the Company that the Plan has been terminated in accordance with Section 1.403(b)-10(a) of the Income Tax Regulations, the Company shall follow the instructions of the Employer with regard to how this Policy or the accumulated benefits thereunder are to be distributed, provided that such instructions are in accordance with the requirements of IRC Section 403(b) and the Income Tax Regulations thereunder.
 - (3) To the extent that the Company separately accounts for contributions to this Policy that are eligible rollover distributions as described in Sections 1.403(b)-6(i) and 1.403(b)-10(d) of the Income Tax Regulations, such contributions (and any earnings thereon) are not subject to the distribution restrictions described in this section 5 of the Endorsement. The Company is not obligated to separately account for any such amounts.

6. Exchanges and Plan-To-Plan Transfers

Subject to the terms of the Plan, if applicable, exchanges within the Plan and plan-to-plan transfers involving the Policy will be allowed to the extent permitted under federal tax law.

7. Loans and Hardship Distributions

While the Policy is in force, the Owner may borrow from the Policy using the Policy as the sole security for the loan. A loan under the Policy is subject to the requirements and limitations imposed by the Plan, IRC Section 72(p), IRC Section 403(b), the Policy Loan Agreement, and the Company. In addition, a distribution in the case of hardship that is permitted under section 5 of this Endorsement may be made under the Policy. However, except as otherwise provided under Section 1.403(b)-10(b)(2) of the Income Tax Regulations with respect to certain contracts received in an exchange that occurred on or before September 24, 2007, and under section 8 of Revenue Procedure 2007-71 with respect to certain contracts issued before January 1, 2009, a loan and a distribution in the case of hardship may be made under the Policy only if permitted under the Plan.

8. Required Minimum Distributions and Incidental Benefits

- (a) In General. Notwithstanding any provision in the Policy to the contrary, the distribution of the entire interest in the Policy shall be made in accordance with the requirements of IRC Sections 403(b)(10) and 401(a)(9), and the Income Tax Regulations thereunder. Distributions from and benefits under this Policy also must satisfy the requirements relating to incidental benefits under Section 1.401-1(b)(1)(ii) of the Income Tax Regulations. All such requirements are incorporated herein by reference. Prior to the date the Policy is annuitized, the entire interest of the Employee or beneficiary under the Policy is the dollar amount credited to the Employee or beneficiary under the Policy plus the actuarial present value of any additional benefit (such as survivor benefits in excess of the dollar amount credited to the Employee or beneficiary) that will be provided under the Policy, in accordance with Q&A-12 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

To the extent permitted under the Plan and the IRC, the minimum distribution required under IRC Sections 403(b)(10) and 401(a)(9) with respect to the Policy may be taken from any one or more of the Employee's IRC Section 403(b) contracts under the Plan.

To the extent provided in Income Tax Regulations, a Policy that is part of a governmental plan (as defined in IRC Section 414(d)) shall, for all years to which IRC Section 401(a)(9) applies to the Policy, be treated as having complied with IRC Section 401(a)(9) if the Policy complies with a reasonable good faith interpretation of IRC Section 401(a)(9).

- (b) Required Beginning Date. The term "required beginning date" as used in this Endorsement means April 1 of the calendar year following the later of (1) the calendar year in which the Employee attains age 70½, or (2) the calendar year in which the Employee retires, or such later date provided by law. However, unless the Employee's interest in the Policy is on account of the Employee's participation in a governmental plan (as defined in IRC Section 414(d)) or church plan (as defined in IRC Section 401(a)(9)(C)), if the Employee is a 5-percent owner (as defined in IRC Section 416) of the Employer with respect to the plan year ending in the calendar year in which the Employee attains age 70½, the required beginning date is April 1 of the calendar year following the calendar year in which the Employee attains age 70½.

In addition, if distributions commence to the Employee on a date before the Employee's required beginning date over a period permitted under IRC Section 401(a)(9)(A)(ii) and the distribution form is an annuity under which distributions are made in accordance with the provisions of Q&A-1 of Section 1.401(a)(9)-6 of the Income Tax Regulations, the annuity start date will be treated as the required beginning date for purposes of applying the rules of Sections 1.401(a)(9)-2 and 1.401(a)(9)-6 of the Income Tax Regulations.

- (c) **Distributions During Employee's Life.** Unless otherwise permitted under applicable federal tax law, the entire interest shall be distributed, or commence to be distributed, no later than the required beginning date over (a) the life of the Employee, or the lives of the Employee and his or her designated beneficiary (within the meaning of IRC Section 401(a)(9)), or (b) a period not extending beyond the life expectancy of the Employee or the joint life and last survivor expectancy of the Employee and his or her designated beneficiary, as required by law.

Annuity payments must be made in periodic payments at intervals of no longer than one year and must be nonincreasing or they may increase only as provided in Q&As-1, -4, and -14 of Section 1.401(a)(9)-6 of the Income Tax Regulations. Also, to the extent permitted under the Policy, payments may be changed in accordance with Q&A-13 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution in the form of an annuity must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

The amount to be distributed on or before the required beginning date, and by December 31 of each year, will be made in accordance with the requirements of IRC Section 401(a)(9) and the regulations thereunder.

- (d) **Distributions After Employee's Death.** Unless otherwise permitted under applicable federal tax law, if the Employee dies on or after required distributions commence, the entire remaining interest, if any, will be distributed at least as rapidly as under the method of distribution being used as of the date of the Employee's death.

Unless otherwise permitted under applicable federal tax law, if the Employee dies before required distributions commence, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Employee's death, except that:

- (1) if the interest is payable to an individual who is the Employee's designated beneficiary, the designated beneficiary may elect to receive the entire interest over the life of the designated beneficiary or over a period not extending beyond the life expectancy of the designated beneficiary, commencing on or before December 31 of the calendar year immediately following the calendar year in which the Employee died; or
- (2) if the sole designated beneficiary is the Employee's surviving spouse, the surviving spouse may elect to receive the entire interest over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse, commencing on or before the later of: (1) December 31 of the calendar year immediately following the calendar year in which the Employee died, and (2) December 31 of the calendar year in which the Employee would have attained age 70½.

If the surviving spouse dies before distributions begin to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed by the end of the calendar year containing the fifth anniversary of the spouse's death.

An irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of December 31 of the calendar year containing the fifth anniversary of the Employee's death or the date distributions are required to begin pursuant to this subsection (d)(ii). If no election is made, the entire interest will be distributed in accordance with the method of distribution in this subsection (d)(ii).

An irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than December 31 of the calendar year immediately following the calendar year in which the Employee died. If no such election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Employee's death.

For purposes of this subsection (d) of the Endorsement regarding distributions after the Employee's death, required distributions are considered to commence on the Employee's required beginning date or, if applicable, on the date distributions are required to begin to the Employee's surviving spouse. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

Unless otherwise provided by applicable federal tax law, life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to the Employee's surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in that year. In all other cases,

remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year following the calendar year of the Employee's death (or in the case of a surviving spouse who is the Employee's sole designated beneficiary and who dies before required distributions commence to him or her, the number in the Single Life Table corresponding to the spouse's designated beneficiary's age in the year following the calendar year of the spouse's death) reduced by 1 for each subsequent year. If benefits under the Policy are payable in accordance with an annuity option provided under the Policy, life expectancy shall not be recalculated.

- (e) Annuity Options. All annuity payments under the Policy must meet the requirements of IRC Section 403(b)(10) and IRC Section 401(a)(9) and applicable regulations. The provisions of this Endorsement reflecting these requirements override any annuity option inconsistent with such requirements. If guaranteed payments are to be made under the Policy, the period over which any guaranteed payments are to be made must not exceed the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise permitted by applicable federal tax law).

9. Direct Rollovers

A distributee may elect, at the time and in the manner prescribed by the Company, to have any portion of an eligible rollover distribution that is equal to at least \$500 paid directly to an eligible retirement plan specified by the distributee in a direct rollover. If an eligible rollover distribution is less than \$500, a distributee may not make the election described in the preceding sentence to roll over a portion of the eligible rollover distribution. This limitation allowing the distributee to elect a direct rollover of a portion of an eligible rollover distribution only if the amount rolled over is at least \$500 is applied by treating any amount distributed from the designated Roth account as a separate distribution from any amount distributed from other accounts, even if the amounts are distributed at the same time.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

- (a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for (1) the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or (2) a specified period of ten (10) years or more,
- (b) any distribution to the extent such distribution is required under IRC Sections 403(b)(10) and 401(a)(9),
- (c) any hardship distribution,
- (d) the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities),
- (e) any other distribution(s) that is reasonably expected to total less than \$200 during a year, and
- (f) any other amounts designated in published federal income tax guidance.

For this purpose, any distribution from a designated Roth account is not taken into account in determining whether distributions from other accounts are reasonably expected to total less than \$200 during a year.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in IRC Section 408(a) or (b), respectively, or to a qualified defined contribution plan described in IRC Sections 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of the distribution which is not so includible.

An eligible retirement plan is an eligible plan under IRC Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from the Policy, an individual retirement account described in IRC Section 408(a), an individual retirement annuity described in IRC Section 408(b), an annuity plan described in IRC Section 403(a), an annuity contract described in IRC Section 403(b), or a qualified plan described in IRC Section 401(a), that accepts the distributee's eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a QDRO.

If any portion of an eligible rollover distribution is attributable to payments or distributions from a designated Roth account, an eligible retirement plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA under IRC Section 408A of such individual.

A distributee includes the Employee. In addition, the Employee's surviving spouse and the Employee's spouse or former spouse who is the alternative payee under a QDRO, are distributees with regard to the interest of the spouse or former spouse.

A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

10. Coordination with the Plan

Except to the extent that this Policy is not subject to the written plan requirement under Section 1.403(b)-3(b)(3) of the Income Tax Regulations, the Policy is subject to the terms of the Plan, provided that the terms of the Plan do not expand the terms of the Policy and do not impose any responsibilities or duties on the issuer greater than those set forth in the Policy. For example, any terms of the Policy permitting loans and distributions in the case of hardship do not apply if the Plan does not permit such loans or hardship distributions. In the event of a conflict between the terms of the Policy and any other terms of the Plan, such other terms of the Plan shall govern if necessary to ensure compliance with IRC Section 403(b).

Federal tax law may require the Employer to share information with the Company that is necessary for the Company to administer the Policy in accordance with the terms of the Plan and the IRC. In such case, the Company shall rely upon such information in administering the Policy in accordance with the terms of the Plan and the IRC. If the Company does not receive such information from the Employer in the form and manner the Company deems acceptable, the Company will administer the Policy in the manner it deems appropriate. In some cases, this could mean that the Company has no responsibility to make any distribution (including a loan) from the Policy before the Company receives the information it requires from the Employer.

Federal tax law also may require the Company to share information regarding the Policy with the Employer in order to ensure compliance with the terms of the Plan and the IRC. The Company will share such information as required by federal tax law and any agreement between the Company and the Employer.

The Employer may identify a delegate to provide or receive the information described in this section 10 of the Endorsement.

11. Miscellaneous Provisions

- (a) **Effective Date.** The effective date of this Endorsement is the effective date of the Policy. However, if the Policy was issued prior to January 1, 2009, and another endorsement or rider designed to modify the Policy to qualify as a tax-sheltered annuity under IRC Section 403(b) is attached to the Policy, this Endorsement replaces that other endorsement or rider, effective January 1, 2009.
- (b) **Unisex Rates.** The method of calculating Premium payments and benefits under the Policy are to be based on unisex rates, and any references to sex or gender (with regard to rates and benefits) in the Policy are deleted.
- (c) **Payments Under the Annuity Contract.** If any annual payment amount is less than Fifty Dollars (\$50.00), we have the right to pay the Annuity Value in one single amount, subject to federal tax laws, only if the Annuity Value does not exceed \$1,000.
- (d) **Treatment as an Annuity Contract under IRC Section 403(c).** If the Policy is not treated for federal tax purposes as an annuity contract under IRC Section 403(b), the Policy will be treated as an annuity contract described in IRC Section 403(c), the Policy and all endorsements and riders attached to the Policy will be interpreted in accordance with IRC Section 403(c), and the entire interest in the Policy will be distributed in accordance with the requirements of IRC Section 72(s).
- (e) **Death Benefits under Qualified Active Military Service.** To the extent required under IRC Sections 403(b)(14) and 401(a)(37), in the case of an Employee who dies while performing qualified military services (as defined in IRC Section 414(u)), the survivors of the Employee are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the participant resumed and then terminated employment on account of death.
- (f) **Right to Amend the Policy.** The Policy to which this Endorsement is attached is amended to qualify as an annuity contract described in IRC Section 403(b) and applicable income tax regulations. To assure continuance of such qualification, it is agreed that the Company has the right and privilege at any time to amend this Policy as may be necessary in order to comply with changes in the IRC and the regulations and rulings thereunder. We will not be responsible for any adverse tax consequences resulting from the rejection of such an amendment.

Signed for the Industrial Alliance Pacific Insurance and Financial Services Inc.



Secretary



President



INDUSTRIAL ALLIANCE PACIFIC
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457 PLAN ENDORSEMENT

This Endorsement amends the Policy to which it is attached. The Policy is issued in connection with an eligible deferred compensation plan ("Plan") within the meaning of Section 457(b) of the Internal Revenue Code ("IRC") that is established and maintained by a state, political subdivision of a state, or agency or instrumentality of a state or political subdivision of a state ("Employer"). Where the provision of this Endorsement are not consistent with the provision of the Policy, including the provision of any other endorsements or riders issued with the Policy, the provisions of this Endorsement will control.

It is intended that the Policy be issued in connection with a Plan that complies with the requirements of IRC Section 457(b) and the regulations thereunder, and with the exclusive benefit requirements of IRC Section 457(g). Compliance with the applicable provisions of the Plan and the IRC is the responsibility of the Employer and/or the Owner, e.g., the Policy must be a permissible investment under the Plan, and the Owner must exercise all rights under the Policy in accordance with the terms of the Plan.

1. **Owner, Annuitant and Beneficiary.** The Owner of the Policy must be the trustee of a trust described in IRC Section 457(g)(1) ("Trust"). The Annuitant must be a participant in the Plan, former participant in the Plan, or Beneficiary of a participant or former participant in the Plan. Except as otherwise permitted by applicable federal tax law, the Owner and the Annuitant cannot be changed. The Beneficiary is designated by the Annuitant and is (a) the Primary Beneficiary or, (b) if there is no Primary Beneficiary living at the time of the Annuitant's death, the Contingent Beneficiary or, (c) if there is no Primary Beneficiary or Contingent Beneficiary living at the time of the Annuitant's death, the Annuitant's estate.
2. **Exclusive Benefit.** The Policy must be held at all times in the Trust for the exclusive benefit of Plan participants and their beneficiaries. Except as provided in section 4 of this Endorsement, the Policy and the benefits under the Policy may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose to any person other than Industrial Alliance Pacific Insurance and Financial Services Inc.
3. **Loans.** While the Policy is in force, the Owner may borrow from the surrender value using the Policy as the sole security for the loan. Loans under the Policy are subject to the requirements and limitations imposed by the Plan, IRC Section 72(p), and IRC Section 457(b).
4. **Changes to Endorsement and Policy.** Industrial Alliance Pacific Insurance and Financial Services Inc. may change the terms and/or the administration of this Endorsement and/or the Policy at any time as needed to comply with IRC Section 457(b) and the regulations thereunder.
5. The Owner shall comply with the tax-qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent tax penalties.

Signed for the Industrial Alliance Pacific Insurance and Financial Services Inc.

Secretary

President



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TRADITIONAL IRA ENDORSEMENT

The Policy to which this Endorsement is attached is amended as described below to qualify as an Individual Retirement Annuity ("IRA") under Section 408(b) of the Internal Revenue Code ("IRC"). Where the provisions of this Endorsement are not consistent with the provisions of the Policy, including the provisions of any other endorsements or riders issued with the Policy, the provisions of this Endorsement will control.

1. This Policy is established for the exclusive benefit of the Owner and the Owner's beneficiaries.
2. The Owner must be a natural person who is the sole Owner of the Policy and the Annuitant. A Joint Owner cannot be named. Except as otherwise permitted under Section 6(d) of this Endorsement, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed. Also, all payments made from the Policy while the Owner is alive must be made to the Owner. All distributions under a joint and survivor Annuity Option that are made after the Owner's death and while the Joint Annuitant is alive must be made to the Joint Annuitant.
3. If the Policy is issued in connection with a Simplified Employee Pension ("SEP") as described in IRC Section 408(k), the method of calculating annuity payments and benefits under the Policy are to be based on unisex rates, and any references to sex or gender (with regard to rates and benefits) in the Policy are deleted.
4. The Owner's interest in the Policy is nontransferable and, except as provided by law, is nonforfeitable. In particular, the Policy may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, to any person other than the Company (other than a transfer incident to a divorce or separation instrument in accordance with IRC Section 408(d)(6)). No loans may be made under this Policy unless permitted under federal tax law.
5. Maximum payments.
A Premium permitted under the Policy may not include any amounts other than a rollover contribution (as permitted by IRC Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), and 457(e)(16), a nontaxable transfer from an individual retirement plan under IRC Section 7701(a)(37), a contribution made in accordance with the terms of a SEP, and a contribution in cash not exceeding the amount permitted under IRC Sections 291(b) and 408(b) (or such other amount provided by applicable federal tax law). In particular, unless otherwise provided by applicable federal tax law, the total cash contribution shall not exceed \$5,000 for any persons age 49 and below, or \$6,000 for any persons age 50 and above, in any taxable year beginning in 2011. After 2011, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC Section 219(b)(5)(C). Such adjustments will be in multiples of \$500.
No contributions will be accepted under a SIMPLE IRA plan established by an employer pursuant to IRC Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period starting on the date the individual first participated in the employer's SIMPLE IRA plan.
6. Required minimum distributions.
 - (a) Notwithstanding any provision of this Policy to the contrary, the distribution of the Owner's interest in the Policy shall be made in accordance with the minimum distribution requirements of IRC Sections 401(a)(9) and 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Policy (as determined under subsection (d)(v) of this Section 6) must satisfy the requirements of IRC Section 408(a)(6) and the regulations thereunder, rather than subsections (c) and (d) of this Section 6.
 - (b) As used in this Endorsement, the term "required beginning date" means April 1 of the calendar year following the calendar year in which the Owner attains age 70½, or such later date provided by applicable federal tax law.

- (c) Distributions during the Owner's life.
- (i) Unless otherwise permitted under applicable federal tax law, the Owner's entire interest in the Policy will commence to be distributed no later than the required beginning date over (i) the life of the Owner or the lives of the Owner and his or her designated beneficiary (within the meaning of IRC Section 401(a)(9)), or (ii) a period not extending beyond the life expectancy of the Owner, or joint life and last survivor expectancy of the Owner and his or her designated beneficiary.
 - (ii) If the Owner's interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be determined in accordance with the requirements of IRC Section 401(a)(9) and the regulations thereunder. Payments must be made in periodic intervals of no longer than one year. Unless otherwise provided by applicable federal tax law, payments must be either nonincreasing or they may increase only as provided in Q&As-1, -4, and -14 of Section 1.401(a)(9)-6 of the Income Tax Regulations. Also, to the extent permitted under the Policy, payments may be changed in accordance with the provisions of Q&A-13 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Income Tax Regulations.
 - (iii) The distribution periods described above in this subsection (c) may not exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).
 - (iv) If annuity payments commence on or before the required beginning date, the first required payment can be made as late as the required beginning date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.
- (d) Distributions after the Owner's death.
- (i) If the Owner dies on or after required distributions commence, the remaining portion of his or her interest in the Policy, if any, will be distributed at least as rapidly as under the Annuity Option chosen.
 - (ii) If the owner dies before required distributions commence, his or her entire interest in the Policy will be distributed at least as rapidly as follows:
 - (A) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over a period not extending beyond the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with subparagraph (C) below.
 - (B) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life, or over a period not exceeding the remaining life expectancy of the surviving spouse, or, if elected, in accordance with subparagraph (C) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's life, or over a period not extending beyond the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with subparagraph (C) below. If the spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Option chosen.
 - (C) If there is no designated beneficiary, or if applicable by operation of subparagraphs (A) or (B) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (ii)(B) above).
 - (D) Life expectancy is determined using the Single Life table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life table corresponding to the beneficiary's age in the year specified in paragraph (ii)(A) or (B) and reduced by 1 for each subsequent year.

If benefits under the Policy are payable in accordance with an Annuity Option provided under the Policy, life expectancy will not be recalculated.

- (iii) An irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than the end of the calendar year immediately following the calendar year in which the Owner died. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.

Except as provided in paragraph (iv) below, an irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of the date distributions are required to begin pursuant to subparagraph (B) above or December 31 of the calendar year containing the fifth anniversary of the Owner's death. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.

- (iv) If the Owner dies prior to the Income Date and the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Policy as his or her own IRA. This election will be deemed to have been made if the surviving spouse makes a contribution to this Policy or fails to take required distributions as a beneficiary. The election under this paragraph (iv) may be made only once and may not be made a second time by the surviving spouse's Beneficiary.

- (v) Unless otherwise provided under applicable federal tax law, the "interest" in the Policy includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration), the "interest" in the Policy includes the actuarial present value of any additional benefits provided under the Policy, such as guaranteed death benefits.

- (vi) For purposes of this subsection (d), required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (ii)(B) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

- (e) All Annuity Options under the Policy must meet the requirements of IRC Sections 401(a)(9) and 408(b)(3). The provisions of this Endorsement reflecting the requirements of these IRC Sections override any Annuity Option that is inconsistent with such requirements. If guaranteed payments are to be made under the Policy, the period over which the guaranteed payments are to be made must not exceed the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

7. The Company may at its option either accept additional future Premium payments or terminate the Policy by payment in cash of the then present value for the paid up benefit if no Premiums have been received for two full consecutive Policy Years and the paid up annuity benefit at maturity would be less than \$20 per month.
8. The Company shall furnish annual calendar year reports concerning the status of the Policy and such information concerning required minimum distributions as is prescribed by the Commissioner of the Internal Revenue Service.

This Policy has been issued by the Company as an Individual Retirement Annuity Policy qualifying as such under Section 408(b), Section 408(k), and other applicable provisions of the IRC and regulations thereunder. To assure continuance of such qualification, it is agreed that the Company has the right and privilege at any time to amend this Policy as may be necessary in order to comply with changes in the IRC and the regulations and rulings thereunder. We will not be responsible for any adverse tax consequences resulting from the rejection of such an amendment. The Owner shall comply with the tax-qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent tax penalties.

Signed for the Industrial Alliance Pacific Insurance and Financial Services Inc.



Secretary



President



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ROTH IRA ENDORSEMENT

The Policy to which this Endorsement is attached is amended as described below to qualify as a Roth IRA under Section 408A of the Internal Revenue Code ("IRC"). Where the provisions of this Endorsement are not consistent with the provisions of the Policy, including the provisions of any other endorsements or riders issued with the Policy, the provisions of this Endorsement will control.

1. This Policy is established for the exclusive benefit of the Owner and the Owner's beneficiaries.
2. The Owner must be a natural person who is the sole Owner of the Policy and the Annuitant. Joint Owner cannot be named. Except as otherwise permitted under Section 5(c) of this Endorsement, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed. Also, all payments made from the Policy while the Owner is alive must be made to the Owner. All distributions under a joint and survivor Annuity Option that are made after the Owner's death and while the Joint Annuitant is alive must be made to the Joint Annuitant.
3. The Owner's interest in the Policy is nontransferable and, except as provided by law, is nonforfeitable. No loans may be made under this Policy unless permitted under federal tax law.
4. Maximum payments.
 - (a) Except in the case of a "qualified rollover contribution," a "recharacterization" (described in subsection (f) below), or a nontaxable transfer from another Roth IRA, no Premium or payment otherwise permitted under the Policy (referred to herein as a "Payment") will be accepted unless it is in cash and the total of such payments to all the Owner's Roth IRAs for a taxable year does not exceed the lesser of the Applicable Amount (as defined in subsection (b) below) or the Owner's compensation for that taxable year. The Payment described in the preceding sentence is hereinafter referred to as a "regular Payment". A "qualified rollover contribution" is a rollover contribution that meets the requirements of IRC Section 408(d)(3), except the one-rollover-per-year rule of IRC Section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "non-Roth IRA"). A qualified rollover contribution also includes a rollover from a designated Roth account described in IRC Section 402A. Payments may be limited under subsections (c) through (e) below.
 - (b) Unless otherwise provided under applicable federal tax law, the Applicable Amount is determined as:
 - (i) If the Owner is under age 50, the Applicable Amount is \$5,000 in 2011.
 - (ii) If the Owner is age 50 or older, the Applicable Amount is \$6,000 in 2011.
 - (iii) After 2011, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC Section 219(b)(5)(C). Such adjustments will be in multiples of \$500.
 - (c) If (i) and/or (ii) below apply, the maximum regular Payment that can be made to all of the Owner's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).
 - (i) The maximum regular Payment limit is gradually reduced to \$0 between certain levels of modified adjusted gross income ("modified AGI," as defined in subsection (g) below). For an Owner who is single or is a head of household, the maximum annual regular Payment is phased out between modified AGI of \$95,000 and \$110,000; for an Owner who is married filing a joint return or is a qualifying widow(er), between modified AGI of \$150,000 and \$160,000; and for an Owner who is married filing a separate return, between modified AGI of \$0 and \$10,000. If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular Payment determined for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200.
 - (ii) If the Owner makes regular Payments to both Roth and non-Roth IRAs for a taxable year, the maximum regular Payment that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular Payments made to the Owner's non-Roth IRAs for the taxable year.
 - (d) A rollover from a non-Roth IRA cannot be made to this Roth IRA if, for the year the amount is distributed from the non-Roth IRA, (i) the Owner is married and files a separate return, (ii) the Owner is not married and has modified AGI in excess of \$100,000, or (iii) the Owner is married and together the Owner and the Owner's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for the taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year.

- (e) No Payment will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC Section 408(p). Also, no transfer or rollover of funds attributable to Payments made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.
 - (f) A regular Payment to a non-Roth IRA may be recharacterized pursuant to the rules in Section 1.408A-5 of the Income Tax Regulations as a regular Payment to this IRA, subject to the limits in (c) above.
 - (g) For purposes of subsections (c) and (d) above, an individual's modified AGI for a taxable year is defined in IRC Section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from a non-Roth IRA (a "conversion").
 - (h) For purposes of subsection (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in IRC Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, IRC Section 401(c)(2) shall be applied as if the term trade or business for purposes of IRC Section 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under IRC Section 71 with respect to a divorce or separation instrument described in subparagraph (A) of IRC Section 71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a non-Roth IRA.
5. Required minimum distributions.
- (a) Notwithstanding any provision of the Policy to the contrary, the distribution of the Owner's interest in this Roth IRA shall be made in accordance with the requirements of IRC Sections 401(a)(9) and 408(b)(3), as modified by IRC Section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Policy (as determined under subsection (c)(iv) below) must satisfy the requirements of IRC Section 408(a)(6), as modified by IRC Section 408A(c)(5), and the regulations thereunder, rather than the distribution rules in subsection (c) below.
 - (b) Distributions during the Owner's life.
No amount is required to be distributed prior to the death of the Owner.
 - (c) Distributions after the Owner's death.
 - (i) Upon the death of the Owner, his or her entire interest will be distributed at least as rapidly as follows:
 - (A) If the designated beneficiary (within the meaning of IRC Section 401(a)(9)) is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over a period not extending beyond the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with subparagraph (C) below.
 - (B) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later) over such spouse's life, or over a period not extending beyond the remaining life expectancy of the surviving spouse, or, if elected, in accordance with subparagraph (C) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's life, or over a period not extending beyond the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the surviving spouse or, if elected, will be distributed in accordance with subparagraph (C) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Option chosen.

(C) If there is no designated beneficiary or, if applicable, by operation of subparagraph (A) or (B) above, the entire interest shall be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under subparagraph (B) above).

(D) Life expectancy is determined by using the Single Life table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life table corresponding to the beneficiary's age in the year specified in paragraphs (i)(A) or (B) above and reduced by 1 for such subsequent year.

If benefits under the Policy are payable in accordance with an Annuity Option provided under the Policy, life expectancy shall not be recalculated.

(ii) An irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than the end of the calendar year immediately following the calendar year in which the Owner died. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death

Except as provided in paragraph (iii) below, an irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of the date distributions are required to begin pursuant to subparagraph (B) above or December 31 of the calendar year containing the fifth anniversary of the Owner's death.

(iii) If the Owner dies prior to the Income Date and the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Policy as his or her Roth IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to this Policy or fails to take required distributions as a beneficiary. The election under this paragraph (iii) may be made only once and may not be made a second time by the surviving spouse's Beneficiary.

(iv) Unless otherwise provided under applicable federal tax law, the "interest" in the Policy includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration), the "interest" in the Policy includes the actuarial value of any other benefits provided under the Roth IRA, such as guaranteed death benefits.

(v) For purposes of subparagraph (B), required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(d) All Annuity Options under the Policy must meet the requirements applicable to Roth IRAs under the IRC and applicable Income Tax Regulations. The provisions of this Endorsement reflecting the requirements of these IRC Sections override any Annuity Option that is inconsistent with such requirement.

6. The Company may at its option either accept additional future Premium payments or terminate this Policy by payment in cash of the then present value of the paid-up benefit if no premiums have been received for two full consecutive Policy Years and paid-up annuity benefit at maturity would be less than \$20.00 per month.

7. The Company shall furnish annual calendar year reports concerning the status of the Policy and such information concerning required minimum distributions as is prescribed by the Commissioner of the Internal Revenue Service.

This Policy has been issued by the Company as a Roth IRA qualifying as such under IRC Section 408A(b) and other applicable provisions of the IRC and regulations thereunder. To assure continuance of such qualification, it is agreed that the Company has the right and privilege at any time to amend this Policy as may be necessary in order to comply with changes in the IRC and the regulations and rulings thereunder. We will not be responsible for any adverse tax consequences resulting from the rejection of such an amendment. The Owner shall comply with the tax-qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent tax penalties.

Signed for the Industrial Alliance Pacific Insurance and Financial Services Inc.



Secretary



President

SERFF Tracking Number: APLE-127318677 State: Arkansas
Filing Company: Industrial Alliance Pacific Insurance and Financial Services Inc. State Tracking Number: 49285
Company Tracking Number: SPDA103
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
Variable
Product Name: Performance Select
Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: Readability Certification.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application Bypass Reason: The application is attached to the forms tab for your approval. Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo Comments: Attachment: ActMemo SPDA103.pdf		

	Item Status:	Status Date:
Satisfied - Item: Disclosure Statement Comments: Attachment: ICC11-SPDA503(5).pdf		

	Item Status:	Status Date:
Satisfied - Item: Disclosure Statement		

SERFF Tracking Number: APLE-127318677 State: Arkansas
Filing Company: Industrial Alliance Pacific Insurance and
Financial Services Inc. State Tracking Number: 49285
Company Tracking Number: SPDA103
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
Variable
Product Name: Performance Select
Project Name/Number: /

Comments:

Attachment:

ICC11-SPDA503(7).pdf

Item Status:

**Status
Date:**

Satisfied - Item: Disclosure Statement

Comments:

Attachment:

ICC11-SPDA503(10).pdf

Item Status:

**Status
Date:**

Satisfied - Item: Compliant Notice

Comments:

Attachment:

CNAR.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Guaranty Association Notice

Comments:

Attachment:

GNAR.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Arkansas Certification

Comments:


Attachment:

ARcert.pdf

CERTIFICATION OF READABILITY

Industrial Alliance Pacific Insurance and Financial Services Inc. hereby certifies that the following forms comply with state requirements for readability as follows:

SPDA103	Single Premium Deferred Annuity	56
GA201	Annuity Application	54
ICC11-PB403	Premium Bonus Endorsement	54
ICC11-RO404	Renewal Option Endorsement	57
ICC11-SPDA503(5)	Disclosure Statement	71
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ICC11-SPDA503(10)	Disclosure Statement	67
ICC11-TQP405	403b Annuity Endorsement	50
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ICC11-TQP407	457 Plan Endorsement	52
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Michael L. Stickney
Executive Vice President

July 12, 2011

ANNUITY DISCLOSURE

SINGLE PREMIUM DEFERRED ANNUITY ICC11-SPDA103

This Policy is a single premium deferred annuity, a long-term investment. Interest earned under this policy is tax-deferred until withdrawn. You, as the Owner of the annuity, will incur surrender charges and tax consequences if You withdraw funds from the policy too early. Therefore, the policy may result in a loss if kept for only a few years. Please consult Your tax advisor before withdrawing any funds under this annuity.

This Policy is issued in consideration of the application and the payment of Premium. Interest will be credited to the Policy Value at the Current Interest Rate, which is set at issue for the first Policy Year and may change anytime thereafter. The Current Interest Rate will never be less than the Guaranteed Minimum Interest Rate as shown on the Policy Data Page. [When endorsement form ICC11-PB403 is attached to this Policy, the premium paid during the first policy year will be credited with a [1.0]% Premium Bonus, which is immediately vested and included in the policy value.]

This Policy matures on the first day of the month following the Annuitant's 92nd birthday. The Policy Value less any indebtedness will begin to be distributed under the payment option selected by You prior to the Maturity Date. Please see the Policy for a description of the payment options.

You may surrender the Policy and receive the Net Early Withdrawal Value. If the Annuitant's age at issue is 58 or below, and you surrender the policy during the first 5 years of the policy, you will be charged an Early Withdrawal Charge, which is 10% of the policy value during the first two years, reducing to 6% of the policy value during the third year, then decreasing by 2% each year thereafter. After 5 years, no surrender charge will be applicable. If the Annuitant's age at issue is 59 or above, and you surrender the policy during the first 5 years of the policy, you will be charged an Early Withdrawal Charge, which is 8% of the policy value during the first two years, reducing by 2% each year thereafter. After 5 years, no surrender charge will be applicable.

Prior to the Maturity Date, You may access funds through a Partial Withdrawal. After the first Policy Year, the first Partial Withdrawal taken in a Policy Year will not incur an Early Withdrawal Charge so long as it is no more than 10% of the Policy Value on the day of the Partial Withdrawal. Amounts in excess of 10% of the Policy Value or subsequent Partial Withdrawals taken in a Policy Year will incur an Early Withdrawal Charge.

You may also access funds through a Systematic Withdrawal. The Net Early Withdrawal Value of the Policy will be applied to a payout schedule chosen by You from those available at the time of withdrawal. Please see the Policy for a description of the payment options.

Upon receipt of Due Proof of Death of the Annuitant, the Death Benefit will be payable. If the death of the Annuitant occurs prior to the Maturity Date, the Death Benefit will be paid to the Beneficiary(ies). If the Annuitant dies after the annuity payment have begun, any remaining benefit will be distributed at least as rapidly as under the Annuity Option then in effect.

We will send You an Annual Report at least once each year without charge. The Annual Report will include information such as amounts credited or debited to the Policy Value during the year, the surrender value of the Policy, the amount of indebtedness, if any, and the amount of the Death Benefit, and any other information required under state or federal law.

As Owner, You may exercise all rights and options allowed by this Policy, such as withdrawals or change of Beneficiary(ies). You may also name someone else as Owner. The use of these rights may be subject to the consent of any assignee, irrevocable Beneficiary or Your spouse in a community property state.

If you have questions about Your Policy, or wish to exercise any of the rights or options provided under this Policy, please contact Us at the Administrative Office shown at the top of this disclosure.

The following is an example of policy values that would accrue based upon a single premium of \$[10,000] at the Guaranteed Interest Rate of [2]% and at the non-guaranteed Current Interest Rate of [3.0]%, as long as there are no Early Withdrawals, Partial Withdrawals, Systematic Withdrawals or premium taxes. Policy Values are attained at the end of the year shown.

5 Year Surrender Charge, Issue Ages 0-58

Guaranteed Based on 2%				Current Based on 3%	
Policy Year	Age	Guaranteed		Non-Guaranteed	
		Policy Value	Early Withdrawal Value	Policy Value	Early Withdrawal Value
[1	[36	[\$10,302.00	[\$9,271.80	[\$10,403.00	[\$9,362.70
2	37	\$10,508.04	\$9,562.32	\$10,715.09	\$9,750.73
3	38	\$10,718.20	\$10,139.42	\$11,036.54	\$10,440.57
4	39	\$10,932.56	\$10,538.99	\$11,367.64	\$10,958.40
5	40	\$11,151.22	\$10,950.49	\$11,708.67	\$11,497.91
10	45	\$12,311.84	\$12,311.84	\$13,573.56	\$13,573.56
20	55	\$15,008.07	\$15,008.07	\$18,241.72	\$18,241.72
30	65	\$18,294.75	\$18,294.75	\$24,515.35	\$24,515.35
57]	92]	\$31,227.06]	\$31,227.06]	\$54,455.68]	\$54,455.68]

At age 92, a Guaranteed Policy Value of \$[31,227.06] would buy a monthly income for life (10 years guaranteed) of \$[278.85], based on the guaranteed settlement option factor. These amounts are for illustrative purposes only. The actual value used for annuitization will be the Policy Value on the first day of the month following the Annuitant's 92nd birthday.

This is a summary of the features of this annuity. Please see the policy for full details. After you have received and reviewed your annuity, if you are not satisfied, you may cancel it by returning it to the Company within 30 days. We will refund all monies received and the annuity will be void.



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a stock company

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www.iaamerican.com]

ANNUITY DISCLOSURE

SINGLE PREMIUM DEFERRED ANNUITY ICC11-SPDA103

This Policy is a single premium deferred annuity, a long-term investment. Interest earned under this policy is tax-deferred until withdrawn. You, as the Owner of the annuity, will incur surrender charges and tax consequences if You withdraw funds from the policy too early. Therefore, the policy may result in a loss if kept for only a few years. Please consult Your tax advisor before withdrawing any funds under this annuity.

This Policy is issued in consideration of the application and the payment of Premium. Interest will be credited to the Policy Value at the Current Interest Rate, which is set at issue for the first Policy Year and may change anytime thereafter. The Current Interest Rate will never be less than the Guaranteed Minimum Interest Rate as shown on the Policy Data Page. [When endorsement form ICC11-PB403 is attached to this Policy, the premium paid during the first policy year will be credited with a [1.0]% Premium Bonus, which is immediately vested and included in the policy value.]

This Policy matures on the first day of the month following the Annuitant's 92nd birthday. The Policy Value less any indebtedness will begin to be distributed under the payment option selected by You prior to the Maturity Date. Please see the Policy for a description of the payment options.

You may surrender the Policy and receive the Net Early Withdrawal Value. the Annuitant's age at issue is 58 or below, and you surrender the policy during the first 7 years of the policy, you will be charged an Early Withdrawal Charge, which is 10% of the policy value during the first two years, reducing to 8% of the policy value during the third year, 7% of the policy value in the fourth year, 6% of the policy value in the fifth year, then decreasing by 2% each year thereafter. After 7 years, no surrender charge will be applicable. If the Annuitant's age at issue is 59 or above, and you surrender the policy during the first 7 years of the policy, you will be charged an Early Withdrawal Charge, which is 8% of the policy value during the first two years, reducing to 6% of the policy value during the third year, then reducing by 1% each year thereafter until the seventh year. After 7 years, no surrender charge will apply.

Prior to the Maturity Date, You may access funds through a Partial Withdrawal. After the first Policy Year, the first Partial Withdrawal taken in a Policy Year will not incur an Early Withdrawal Charge so long as it is no more than 10% of the Policy Value on the day of the Partial Withdrawal. Amounts in excess of 10% of the Policy Value or subsequent Partial Withdrawals taken in a Policy Year will incur an Early Withdrawal Charge.

You may also access funds through a Systematic Withdrawal. The Net Early Withdrawal Value of the Policy will be applied to a payout schedule chosen by You from those available at the time of withdrawal. Please see the Policy for a description of the payment options.

Upon receipt of Due Proof of Death of the Annuitant, the Death Benefit will be payable. If the death of the Annuitant occurs prior to the Maturity Date, the Death Benefit will be paid to the Beneficiary(ies). If the Annuitant dies after the annuity payment have begun, any remaining benefit will be distributed at least as rapidly as under the Annuity Option then in effect.

We will send You an Annual Report at least once each year without charge. The Annual Report will include information such as amounts credited or debited to the Policy Value during the year, the surrender value of the Policy, the amount of indebtedness, if any, and the amount of the Death Benefit, and any other information required under state or federal law.

As Owner, You may exercise all rights and options allowed by this Policy, such as withdrawals or change of Beneficiary(ies). You may also name someone else as Owner. The use of these rights may be subject to the consent of any assignee, irrevocable Beneficiary or Your spouse in a community property state.

If you have questions about Your Policy, or wish to exercise any of the rights or options provided under this Policy, please contact Us at the Administrative Office shown at the top of this disclosure.

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The following is an example of policy values that would accrue based upon a single premium of \$[10,000] at the Guaranteed Interest Rate of [2]% and at the non-guaranteed Current Interest Rate of [3.0]%, as long as there are no Early Withdrawals, Partial Withdrawals, Systematic Withdrawals or premium taxes. Policy Values are attained at the end of the year shown.

7 Year Surrender Charge, Issue Ages [0-58]

Guaranteed Based on [2%]				Current Based on [3%]	
Policy Year	Age	Guaranteed		Non-Guaranteed	
		Policy Value	Early Withdrawal Value	Policy Value	Early Withdrawal Value
[1	[36	[\$10,455.00	[\$9,409.50	[\$10,557.50	[\$9,501.75
2	37	\$10,664.10	\$9,704.33	\$10,874.23	\$9,895.54
3	38	\$10,877.38	\$10,094.21	\$11,200.45	\$10,394.02
4	39	\$11,094.93	\$10,395.95	\$11,536.47	\$10,809.67
5	40	\$11,316.83	\$10,705.72	\$11,882.56	\$11,240.90
10	45	\$12,494.69	\$12,494.69	\$13,775.14	\$13,775.14
20	55	\$15,230.96	\$15,230.96	\$18,512.64	\$18,512.64
30	65	\$18,566.46	\$18,566.46	\$24,879.44	\$24,879.44
57]	92]	\$31,690.83]	\$31,690.83]	\$55,264.43]	\$55,264.43]

At age 92, a Guaranteed Policy Value of \$[31,690.83] would buy a monthly income for life (10 years guaranteed) of \$[282.99], based on the guaranteed settlement option factor. These amounts are for illustrative purposes only. The actual value used for annuitization will be the Policy Value on the first day of the month following the Annuitant's 92nd birthday.

This is a summary of the features of this annuity. Please see the policy for full details. After you have received and reviewed your annuity, if you are not satisfied, you may cancel it by returning it to the Company within 30 days. We will refund all monies received and the annuity will be void.



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ANNUITY DISCLOSURE

SINGLE PREMIUM DEFERRED ANNUITY ICC11-SPDA103

This Policy is a single premium deferred annuity, a long-term investment. Interest earned under this policy is tax-deferred until withdrawn. You, as the Owner of the annuity, will incur surrender charges and tax consequences if You withdraw funds from the policy too early. Therefore, the policy may result in a loss if kept for only a few years. Please consult Your tax advisor before withdrawing any funds under this annuity.

This Policy is issued in consideration of the application and the payment of Premium. Interest will be credited to the Policy Value at the Current Interest Rate, which is set at issue for the first Policy Year and may change anytime thereafter. The Current Interest Rate will never be less than the Guaranteed Minimum Interest Rate as shown on the Policy Data Page. [When endorsement form ICC11-PB403 is attached to this Policy, the premium paid during the first policy year will be credited with a [1.0]% Premium Bonus, which is immediately vested and included in the policy value.]

This Policy matures on the first day of the month following the Annuitant's 92nd birthday. The Policy Value less any indebtedness will begin to be distributed under the payment option selected by You prior to the Maturity Date. Please see the Policy for a description of the payment options.

You may surrender the Policy and receive the Net Early Withdrawal Value. If the Annuitant's age at issue is 58 or below, and you surrender the policy during the first 10 years of the policy, you will be charged an Early Withdrawal Charge, which is 10% of the policy value during the first two years, reducing to 8% of the policy value during the third year, then decreasing by 1% each year thereafter. After 10 years, no surrender charge will be applicable. If the Annuitant's age at issue is 59 or above, and you surrender the policy during the first 8 years of the policy, you will be charged an Early Withdrawal Charge, which is 8% of the policy value during the first two years, reducing to 6% of the policy value during the third year, then reducing by 1% each year thereafter. After 8 years, no surrender charge will be applicable.

Prior to the Maturity Date, You may access funds through a Partial Withdrawal. After the first Policy Year, the first Partial Withdrawal taken in a Policy Year will not incur an Early Withdrawal Charge so long as it is no more than 10% of the Policy Value on the day of the Partial Withdrawal. Amounts in excess of 10% of the Policy Value or subsequent Partial Withdrawals taken in a Policy Year will incur an Early Withdrawal Charge.

You may also access funds through a Systematic Withdrawal. The Net Early Withdrawal Value of the Policy will be applied to a payout schedule chosen by You from those available at the time of withdrawal. Please see the Policy for a description of the payment options.

Upon receipt of Due Proof of Death of the Annuitant, the Death Benefit will be payable. If the death of the Annuitant occurs prior to the Maturity Date, the Death Benefit will be paid to the Beneficiary(ies). If the Annuitant dies after the annuity payment have begun, any remaining benefit will be distributed at least as rapidly as under the Annuity Option then in effect.

We will send You an Annual Report at least once each year without charge. The Annual Report will include information such as amounts credited or debited to the Policy Value during the year, the surrender value of the Policy, the amount of indebtedness, if any, and the amount of the Death Benefit, and any other information required under state or federal law.

As Owner, You may exercise all rights and options allowed by this Policy, such as withdrawals or change of Beneficiary(ies). You may also name someone else as Owner. The use of these rights may be subject to the consent of any assignee, irrevocable Beneficiary or Your spouse in a community property state.

If you have questions about Your Policy, or wish to exercise any of the rights or options provided under this Policy, please contact Us at the Administrative Office shown at the top of this disclosure.

TMTrademark of Industrial Alliance Pacific Insurance and Financial Services Inc.

The following is an example of policy values that would accrue based upon a single premium of \$[10,000] at the Guaranteed Interest Rate of [2]% and at the non-guaranteed Current Interest Rate of [3.0]%, as long as there are no Early Withdrawals, Partial Withdrawals, Systematic Withdrawals or premium taxes. Policy Values are attained at the end of the year shown.

10 Year Surrender Charge, Issue Ages [0-58]

Guaranteed Based on [2%]				Current Based on [3%]	
Policy Year	Age	Guaranteed		Non-Guaranteed	
		Policy Value	Early Withdrawal Value	Policy Value	Early Withdrawal Value
[1	[36	[\$10,710.00	[\$9,639.00	[\$10,815.00	[\$9,733.50
2	37	\$10,924.20	\$9,941.02	\$11,139.45	\$10,136.90
3	38	\$11,142.68	\$10,340.41	\$11,473.63	\$10,647.53
4	39	\$11,365.54	\$10,649.51	\$11,817.84	\$11,073.32
5	40	\$11,592.85	\$10,966.83	\$12,172.38	\$11,515.07
10	45	\$12,799.44	\$12,684.25	\$14,111.12	\$13,984.12
20	55	\$15,602.45	\$15,602.45	\$18,964.17	\$18,964.17
30	65	\$19,019.30	\$19,019.30	\$25,486.26	\$25,486.26
57]	92]	\$32,463.78]	\$32,463.78]	\$56,612.34]	\$56,612.34]

At age 92, a Guaranteed Policy Value of \$[32,463.78] would buy a monthly income for life (10 years guaranteed) of \$[289.90], based on the guaranteed settlement option factor. These amounts are for illustrative purposes only. The actual value used for annuitization will be the Policy Value on the first day of the month following the Annuitant's 92nd birthday.

This is a summary of the features of this annuity. Please see the policy for full details. After you have received and reviewed your annuity, if you are not satisfied, you may cancel it by returning it to the Company within 30 days. We will refund all monies received and the annuity will be void.

**NOTICE TO
ARKANSAS POLICYHOLDERS**

Policyholder Service Office of Industrial Alliance Pacific Insurance and Financial Services:

Customer Service Center
P.O. Box 19009, Greenville, SC 29602-9009
Toll Free: 1-866-363-3290

Name of Agent: _____

Address of Agent: _____

Agent Phone Number: _____

If we at Industrial Alliance Pacific Insurance and Financial Services fail to provide you with reasonable and adequate service, you should feel free to contact the Arkansas Insurance Department, Consumer Services Division, 400 University Tower Building, Little Rock, AR 72204, (501) 371-1813.

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:


- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a non-affiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

STATE OF ARKANSAS
FILING CERTIFICATION

INDUSTRIAL ALLIANCE PACIFIC INSURANCE AND FINANCIAL SERVICES hereby certifies that the attached filing is in compliance with Arkansas Rule and Regulation 19 regarding discrimination in the sale of insurance.



Michael L. Stickney, President

July 18, 2011

Date